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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
June 13, 2023
Regular Meeting - 8:30 to 10:00 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 851 1705 3017
3. Passcode: 885094

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, **press *9 to raise your hand** to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. **Press *6 when asked to unmute**. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

    a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
    c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

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

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not 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 May 23, 2023 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
SUBJECT: First Amendment to Professional Services Agreement A-8415 with AECOM Technical Services, Inc. for On-Call Utility Engineering Services. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with AECOM Technical Services, Inc. (AECOM) to increase the not to exceed amount from $500,000 to $1,500,000 and extend the term to February 28, 2026 for On-Call Utility Engineering Services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Kc6hqSgUwZ4
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: First Amendment to Agreement 9721-22-FN with Salado Enterprises for the Citywide Vehicle Mobile Washing and Detailing Services. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement with Salado Enterprises in the amount of $175,000 for a new total not to exceed $375,000 for an additional period of 12 months for the Citywide Vehicle Mobile Washing and Detailing Services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/n2vlxnWmTVU
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Purchase Order with Safety Network Traffic Signs, Inc. for Finished Street Signs. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Manager to execute a Purchase Order with Safety Network Traffic Signs, Inc. for finished street signs in the amount not to exceed $750,000 for a five-year term ending on June 30, 2028.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/3Y_eQgIMy3w
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Trade Services Agreement 32400008 with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for Ocean Monitoring Services. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute an agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for an amount not to exceed $1,850,000 for a five-year term ending December 31, 2028 for ocean outfall monitoring services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/kCNMXVfQV58
Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: June 13, 2023

TO: Public Works and 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 May 23, 2023 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 05 23 2023 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
May 23, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:31 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 Bert Perello, Member Arthur Valenzuela, and Member John C. Zaragoza were present in person.

Staff members present in person were Alexander Nguyen, City Manager; Michelle (Elle) McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Joseph Marcinko, Assistant Public Works Director; Omar Castro, Water Division Manager; Jose Arreola, Fleet Services Manager; Ignacio Carrillo, Chief of Collections; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Douglas Partello (Proctor & Gamble water rates).

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the May 9, 2023 regular meeting as presented.

It was moved by Member Valenzuela, seconded by Member Zaragoza, to approve the meeting minutes as presented. VOTE: Perello and Zaragoza voted in favor, the motion carried 2-0-1. Member Valenzuela abstained.

D. REPORTS

1. Public Works Department
SUBJECT: Fourth Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short Term Rental of Refuse Collection Vehicles for the Environmental Resources Division.
RECOMMENDATION: That the Public Works and Transportation Committee

DRAFT

recommend that the City Council approve and authorize the Mayor to execute a Fourth Amendment to a Rental Agreement with Big Truck Rental, LLC in the amount of $1,294,235 for a new total not to exceed $4,463,035 for an additional period of 12 months for the rental of refuse collection vehicles.

Brian Yanez, Assistant Public Works Director presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. Public Works Department
SUBJECT: First Amendment to Agreement A-8368 with Toter, LLC for the Purchase of Residential Curbside Collection Containers and Parts.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement No. A-8368 with Toter, LLC in the amount of $775,000 for a new total not to exceed $1,525,000 for an additional two-year term ending May 28, 2025, for the replenishment of curbside containers and parts

Brian Yanez, Assistant Public Works Director introduced Ignacio Carrillo, Chief of Collections who presented and 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 Valenzuela, to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor; the motion carried 3-0.

3. Public Works Department
SUBJECT: Professional Services Agreement 32400003 with Northern Digital, Inc. (NDI) for Supervisory Control and Data Acquisition Systems (SCADA) Support Services.
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute an agreement with Northern Digital, Inc. (NDI) for an amount not to exceed $1,000,000 for a three year term for supervisory control and data acquisition (SCADA) support services for the water, wastewater, and recycled water systems.

Joseph Marcinko, Assistant Public Works Director presented and 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 Valenzuela, to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor; the motion carried 3-0.

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:05 p.m.

ROSE CHAPARRO	BERT E. PERELLO
City Clerk	Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: June 13, 2023

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: First Amendment to Professional Services Agreement A-8415 with AECOM Technical Services, Inc. for On-Call Utility Engineering Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with AECOM Technical Services, Inc. (AECOM) to increase the not to exceed amount from $500,000 to $1,500,000 and extend the term to February 28, 2026 for On-Call Utility Engineering Services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Kc6hqSgUwZ4

BACKGROUND

On June 30, 2021, the Public Works Department sent out a Request For Qualifications (RFQ) for Multi-Year On-Call Professional Engineering Services. The RFQ solicited proposals for various professional on-call engineering services that included: Roadway & Structures Engineering, Traffic Engineering, Utility Engineering, Environmental Services, Real Property Services, Surveying, Geotechnical Engineering, Material & Laboratory Testing, Drainage, Hydrology, & Hydraulic Engineering, Landscape Architecture & Park Design, Architectural & Engineering Design, Labor Compliance, and Development Plan Check. These services are required due to the specialized nature of various projects as well as the need to complete the projects within the Capital Improvement Program (CIP) in a timely manner.

AECOM is a multinational engineering consulting firm that specializes in a wide range of services. AECOM has provided professional services for a number of projects including construction phase services for the Hueneme Phase 2 Pipeline, structural and seismic assessments, construction phase services for the OWTP Reliability Project, electrical panel and variable frequency drive design at multiple locations.

DISCUSSION

On March 1, 2022, the City of Oxnard issued professional services agreement A-8415 to AECOM for On-Call Utility Engineering Services. Through this contract the City has received technical expertise and engineering services for various projects including:

- Replacement of recycled water variable frequency drives
- Upgrade of the dissolved air flotation system at the Wastewater Treatment Plant

- Upgrade of the effluent pump station at the Wastewater Treatment Plant
- Design for a clean natural gas facility for the Del Norte Facility

Due to the wide range of services AECOM provides, Agreement A-8415 is now fully encumbered and requires additional funding to maintain progress on a number of projects, including:

- Del Norte Regional Transfer Station and Recycling Center CNG Facility
- Carnegie Art Museum Seismic Evaluation
- Oxnard Performing Arts Center Seismic Evaluation

AECOM has a substantial track record of delivering quality work, particularly in electrical and structural engineering. In some cases AECOM staff have been working with the City of Oxnard for nearly 40 years, bringing historical background and understanding of projects and facilities. Finally, AECOM is responsive to emergency situations, providing solutions for structural and wastewater treatment issues experienced during construction.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the Amendment to Agreement A-8415 with AECOM Technical Services, Inc., shall not exceed $1,000,000 for a total new agreement value of $1,500,000 through February 28, 2026. Funding for FY 2023-24 is included in the current annual budget proposal across a number of funds and subsequent fiscal years will be requested in the annual budget process.

Estimated Spending Plan				
Department	**FY 23-24**	**FY 24-25**	**FY 25-26**	**TOTAL**
Public Works Various Divisions	$500,000	$250,000	$250,000	$1,000,000

Prepared by: Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. A-8415 Amendment
2. A-8415 Fully Executed
3. Presentation

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of July, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on March 1, 2022, by City and Consultant.
City and Consultant agree as follows:

1. In Section 5 of the Cover Page of the Agreement, the date is hereby amended to state: " February 28, 2026."

2. In Section 6 of the Cover Page of the Agreement, the total agreement amount is hereby amended to state: " $1,500,000."

3. In the Terms and Conditions section of the Agreement, term 38 is incorporated into the Agreement and shall read as follows:

"38. Iran Contracting Act. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

4. The following is attached hereto and incorporated herein by this reference into the Agreement: Iran Contracting Act Certification Exhibit.

5. The reference to the Cost and Rates Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Cost and Rates Exhibit May 2023. The Cost and Rates Exhibit is hereby disincorporated; instead, the Cost and Rates Exhibit May 2023 Exhibit is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

ATTEST:

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

APPROVED AS TO FORM:

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

AECOM TECHNICAL SERVICES, INC.

Bryan Paine, Vice President Date

Bryan Rash, Asst. Secretary [3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] 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.

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

AECOM
2023 RATE SCHEDULE FOR PROFESSIONAL SERVICES
Effective October 1, 2022

Engineers, Planners, Architects, Scientists:

Technician	$	98.00
Engineer I/ Specialist I	$	120.00
Engineer II/ Specialist II	$	140.00
Engineer III/ Specialist III	$	155.00
Engineer IV	$	165.00
Engineer V	$	185.00
Engineer VI	$	205.00
Engineer VII	$	220.00
Engineer VIII	$	235.00
Project Manager I/ Senior Engineer I	$	240.00
Project Manager II/ Senior Engineer II	$	260.00
Project Manager III/ Senior Engineer III	$	275.00
Project Manager IV/ Senior Engineer IV	$	295.00

Construction Administration Personnel:

Resident Project Representative	$	160.00
Senior Resident Project Representative	$	190.00
Resident Engineer	$	230.00
Construction Services Manager	$	290.00

Technical Support Staff:

Clerical/ General Office	$	98.00
Administrative Specialist	$	120.00
Drafter/ CADD Technician	$	105.00
Assistant CADD Operator	$	130.00
Designer/ CADD Operator	$	145.00
Senior Designer/ Design CADD Operator	$	170.00
Design/ CADD Supervisor	$	190.00

Direct Project Expenses

Subcontracted or Subconsultant Services / Reproduction	Cost + 5%

Fee schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the client for approval prior to any annual change in fee schedule.

2023 AECOM FEES (Eff 10-1-22).docx

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: March 1, 2022

(2) Consultant: AECOM Technical Services, Inc.

(3) Services: On-Call Utility Engineering Services

(4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.

(5) Agreement Ending Date: February 28, 2025

(6) Total Agreement Amount: $500,000

(7) City's Project Manager: Tim Beaman

(8) Consultant's Project Manager: Bryan C. Paine, PE

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

AECOM Technical Services, Inc.
Attn: Bryan C. Paine, P.E
300 Esplanade Dr, 9th Floor
Oxnard, CA 93036-1275

FOR CITY:

City of Oxnard
Attn: Tim Beaman, Supervising Civil Engineer
305 W Third Street, Third Floor
Oxnard, CA 93030

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

Bryan.Paine@aecom.com

CITY'S PROJECT MANAGER:

Timothy.Beaman@oxnard.org

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

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

COUNCIL APPROVED
03-01-2022 I5(4)
DATE

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services in the same locale.

3. Correction of Errors. Consultant shall correct, at its expense, all errors not meeting the standard of performance, (as defined in Section 2 above), which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

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

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

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

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

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

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

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

In no event shall either party, its parents, affiliates and subsidiaries or their respective directors officers or employees be liable to the other for any indirect, incidental, consequential or punitive damages whatsoever (including, without limitation, lost profits, loss of revenue, loss of use or interruption of business) arising out of or related to this agreement, even if advised of the possibility of such damages.

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

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

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

16. Documents and Materials.

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

Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

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

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

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

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

17. Confidentiality of Information.

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

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation

to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in

accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent possible prior to beginning the applicable Services order, and as required by the standard of performance defined in Section 2 above, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect.

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

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

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

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

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

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

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

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

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

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

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

3-1-22

☒ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Manager

☐ , Buyer

AECOM TECHNICAL SERVICES, INC.

January 14, 2022

Bryan Paine, Assoc. Vice President[2] Date

January 14, 2022

Armond Tatevossian , Asst. Secretary Date

ATTEST:

3/1/22

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

APPROVED AS TO FORM:

2-22-22

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

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

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

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 3 – UTILITY ENGINEERING

Utility Engineering services may include but not be limited to planning, policy & regulations, feasibility studies, hydraulic modeling, design, documentation, and construction management for the following:

- Water Distribution
  - Pump stations
  - Pipelines
- Water Treatment
  - Desalter groundwater treatment
- Water Production
  - Wells
  - Blending stations
- Wastewater Collection
  - Gravity sewer lines
  - Manholes
  - Lift Stations
  - Force mains
- Wastewater Treatment
  - Plant hydraulics
  - Odor control
  - Optimization
  - Cogen
- Advanced Water Purification
  - RO membrane treatment
  - Regulatory compliance
  - Distribution
  - Groundwater recharge
- Storm Water Collection
- Chemical storage and dosing
- Pumps (water distribution, sewer lift stations, chemical dosing)
- Motors (Electrical, diesel, and natural gas)
- Material specification
- Electrical
  - Panels
  - Loading
  - Standby Power
  - Variable frequency drives
- SCADA
  - PLCs
  - EquipmentSpecification

RATES AND COSTS EXHIBIT

AECOM

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective October 1, 2021

Engineers, Planners, Architects, Scientists:

Technician	$95.00 per hour
Engineer I/Specialist I	$110.00 per hour
Engineer II/Specialist II	$125.00 per hour
Engineer III/Specialist III	$140.00 per hour
Engineer IV	$150.00 per hour
Engineer V	$165.00 per hour
Engineer VI	$185.00 per hour
Engineer VII	$200.00 per hour
Engineer VIII	$210.00 per hour
Project Manager I/Senior Engineer I	$225.00 per hour
Project Manager II/Senior Engineer II	$240.00 per hour
Project Manager III/Senior Engineer III	$255.00 per hour
Project Manager IV/Senior Engineer IV	$265.00 per hour
Principal/Principal Engineer	$278.00 per hour

Construction Administration Personnel:

Resident Project Representative	$145.00 per hour
Senior Resident Project Representative	$170.00 per hour
Resident Engineer	$205.00 per hour
Construction Services Manager	$255.00 per hour

Technical Support Staff:

Clerical/General Office	$94.00 per hour
Administrative Specialist	$108.00 per hour
Drafter/CADD Technician	$95.00 per hour
Assistant CADD Operator	$115.00 per hour
Designer/CADD Operator	$128.00 per hour
Senior Designer/Design CADD Operator	$150.00 per hour
Design/CADD Supervisor	$167.00 per hour

Direct Project Expenses

Subcontracted or Subconsultant Services / Reproduction/Travel	Cost + 15%

Rate schedule will be in effect from October 1, 2021 through February 28, 2023. Any adjustment to future rates, including for additional classifications not identified above will be submitted to the client for approval prior to adjustment.

2022 AECOM RATES (EH 10-1-21)

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.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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

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

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

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

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ___

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

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

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SUBMIT IN DUPLICATE

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

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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First Amendment to Professional Services Agreement A-8415 with AECOM Technical Services, Inc. for On-Call Utility Engineering Services

Public Works and Transportation Committee
June 13, 2023

City Council
June 29, 2023

Tim Beaman
Supervising Civil Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with AECOM Technical Services, Inc. (AECOM) to increase the not to exceed amount from $500,000 to $1,500,000 and extend the term to February 28, 2026 for On-Call Utility Engineering Services.

BACKGROUND

June 30, 2021: Public Works Department sent out a Request For Qualifications (RFQ) for Multi-Year On-Call Professional Engineering Services which included:

- Roadway & Structures
- Traffic
- Labor Compliance
- Environmental Services
- Real Property Services
- Survey
- Geotechnical
- Materials Testing
- Water & Wastewater
- Stormwater
- Architecture
- Landscape Architecture
- Development & Plan Check

BACKGROUND

- AECOM has provided professional services for a number of projects including construction phase services for the Hueneme Phase 2 Pipeline, structural and seismic assessments, construction phase services for the OWTP Reliability Project, electrical panel and variable frequency drive design at multiple locations.

DISCUSSION

- AECOM is a multinational engineering consulting firm that specializes in a wide range of services
- Future AECOM projects include:
  - Del Norte Regional Transfer Station and Recycling Center CNG Facility
  - Carnegie Art Museum Seismic Evaluation
  - Oxnard Performing Arts Center Seismic Evaluation

FINANCIAL IMPACT

- Total cost for the Amendment to Agreement A-8415 with AECOM Technical Services, Inc., shall not exceed $1,000,000 for a total new agreement value of $1,500,000 through February 28, 2026

- Costs will be funded using budgeted appropriations from the various divisions within the Public Works Department, primarily tied to Council approved and budgeted Capital Improvement Projects

- Funding for subsequent fiscal years will be requested in the two-year Capital Improvement Program budget process.

Questions?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: June 13, 2023

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: First Amendment to Agreement 9721-22-FN with Salado Enterprises for the Citywide Vehicle Mobile Washing and Detailing Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement with Salado Enterprises in the amount of $175,000 for a new total not to exceed $375,000 for an additional period of 12 months for the Citywide Vehicle Mobile Washing and Detailing Services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/n2vlxnWmTVU

BACKGROUND

Vehicle and commercial vehicle washing is an important element for a safe, clean, and sanitary work environment. Vehicles are washed to reduce potential safety hazards to operators and their equipment. Regular washing also reduces the build-up of rust and corrosion, thus lowering vehicle maintenance costs. A consistently clean fleet provides a safe and clean working environment.

The majority of this agreement relates to the washing of Environmental Resources (ER) refuse collection vehicles. Due to the nature of ER operations, vehicles are subject to pollutants such as exhaust emissions, engine fluids, refuse, dust, and other debris. This requires frequent washing of the trucks that operate daily on City streets. The City does not own a facility to accommodate washing vehicles and refuse collection vehicles on a regular basis.

September 12, 2022, after a formal solicitation, the City Manager approved Agreement 9721-22-FN with Salado Enterprises in the amount of $200,000. The agreement for the Citywide Vehicle Mobile Washing and Detailing services expires on August 14, 2023.

DISCUSSION

Staff is recommending this first amendment instead of advertising a new formal solicitation due to the small number of responses in September 2022 and Salado has been successfully meeting the requirements of the agreement. Salado Enterprises is responsible for acquiring, operating and maintaining all equipment and permits providing mobile washing and cleaning of passenger vehicles and pickup trucks, special-use vehicles, and heavy-duty refuse collection vehicles. Services also include power washing of City-owned trash

enclosures, bins and carts upon request.

Salado Enterprises complies with City Ordinance No. 2806, concerning the reduction of pollutants in stormwater discharges associated with mobile car washing activities. Salado Enterprises meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The cost of this First Amendment to Agreement No. 9721-22-FN with Salado Enterprises shall not exceed $175,000 for a total new agreement value of $375,000. The majority of the funding is included in the proposed FY2023-24 Environmental Waste Operating Fund with subsequent fiscal years to be requested in the annual budget process, as shown in the table below.

Estimated Spending Plan				
Division	**Account**	**FY 2023-24 (10 months)**	**FY 2024-25 (2 months)**	**Total**
ER	6313630-55030	$130,000	$25,000	$155,000
Citywide	Various Departments	$10,000	$10,000	$20,000
TOTAL		**$140,000**	**$35,000**	**$175,000**

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. 1st Amendment to 9721-22-FN
2. Agreement 9721-22-FN
3. Presentation

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of July, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Salado Enterprises ("Vendor"). This First Amendment amends the Agreement entered into on September 12, 2022 by City and vendor.

City and Salado Enterprises agree as follows:

1. The date "August 14, 2023" in section (5) of the Cover Page of the Agreement is hereby amended to state: " August 30, 2024"

2. The total agreement amount "$200,000" in section (6) of the Cover Page of the Agreement is hereby amended to state: "Not to Exceed $375,000"

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
☐John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent [2]

ATTEST:

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

APPROVED AS TO FORM:

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

SALADO ENTERPRISES

_____ _____
Oliver Salado, President Date

_____ _____
Mireya Chavez, Vice President Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

The City requires the following for any contract:

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

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

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: August 15, 2022

(2) Vendor: Salado Enterprises

(3) Services: Citywide Vehicle Mobile Washing and Detailing Services

(4) Schedule of Services:

- See Schedule of Services Exhibit, which is attached hereto and incorporated herein,

(5) Agreement Ending Date: August 14, 2023

(6) Total Agreement Amount: $200,000

(7) City's Project Manager: James Torrez

(8) Vendor's Project Manager: Charles Ortmann

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

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

(11) Addresses for Notice:

FOR VENDOR:

1163 Commercial Ave, Unit A
Oxnard, CA 93030

Attn: Oliver Salado
(12) Contact Emails: saladoenterprises@gmail.com

VENDOR'S PROJECT MANAGER:

Charles Ortmann

FOR CITY:

111 S. Del Norte Blvd
Oxnard, CA 93030

Attn: James Torrez
James.torrez@oxnard.org

CITY'S PROJECT MANAGER:

James Torrez

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:

X Scope of Services Exhibit
X Rates and Costs Exhibit
X Schedule of Services Exhibit
X Living Wage Policy Exhibit
X Insurance Exhibit (INS-D)

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 (c) 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 (d) 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 (d) 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 $18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, 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

9/12/2022

☐ John C. Zaragoza, Mayor[1] Date
X Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

ATTEST:

N/A

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

APPROVED AS TO FORM:

9/7/22

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

SALADO ENTERPRISES

Oliver Salado, President[2] Date

Mireya Chavez, Vice President Date

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

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

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

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

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

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date
X Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

SALADO ENTERPRISES

Oliver Salado, President[2] 09/08/2022 Date

Mireya Chavez 09/08/2022
Mireya Chavez, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

9/1/22
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.

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

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

SCOPE OF SERVICES EXHIBIT

Vendor to provide mobile washing and detailing services of passenger sedans, vans, pickup trucks, heavy-duty vehicles, Police and special use passenger vehicles. Other services to include as needed, power washing of trash enclosures, cleanup of oil or liquid spills within the trash enclosure, power washing of affixed sidewalk containers and as needed detail cleaning of exterior and interior of all vehicles listed upon request. Vendor shall be flexible and proactive in providing services at a high standard of quality. The city may add or modify services as requested to improve such services, whenever feasible, throughout the term of the agreement.

The Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, supplies, and materials of good quality and in the amounts necessary to fulfill the scope of services and to accomplish an acceptable and professional level of service. The City reserves the right to request services as needed.

STANDARD PASSENGER, PICKUP TRUCKS AND SPECIAL USE VEHICLES

Vendor to furnish all labor, equipment and materials to provide hand washing of the full exterior with microfiber mitts and dried with microfiber towels to ensure a scratch-free surface. Exterior cleaning shall include the removal of day-to-day dust, dirt, and loose contaminants; as well as, the removal of tar/bug-/road grime, tire rims/wheel wells, cleaning of windows, mirrors, gas cap, and door jambs. Interior cleaning shall include: center console, dashboard, door shuts, seats, vacuuming, air freshener, and window/mirror cleaning.

HEAVY-DUTY TRUCKS

Vendor to furnish all labor, equipment and materials to provide vehicle washing services to include the use of a hot water pressure washer, water recovery system, disposal of water, exterior hand wash and brushed, frame degreasing, window cleaning and tire dressings.

Vendor to reimburse City for the cost of damaged or removed vehicle paint and decals that result from pressure washing. Vendor to use "non-damaging" pressure washers on city vehicles.

DEATAILING OF HEAVY-DUTY TRUCKS

Vendor shall furnish all labor, equipment and materials to provide detailing services of heavy –duty trucks to include the cleaning, polishing and protecting of the exterior and interior components of the trucks on an as necessary basis. The exterior components for detailing include vehicle paint, windows, wheels, tires and any other exterior component of the vehicles. The detailing of the interior components includes vacuuming, upholstery stain removal, polishing of nonporous surfaces and any other interior component of the vehicle.

TRASH ENCLOSURES

Vendor shall furnish all labor, equipment and materials to provide trash enclosure washing services which include the use of a hot water pressure washer, disposal of water and oil or liquid spill clean-up (including the removal and replacement of trash containers within the enclosure).
Vendor shall remove dirt/sludge up to five feet in front of the enclosure doors.

CONTAINMENT

Vendor shall prevent wastewater from entering storm drains or any nearby streams. Wastewater shall be collected, contained, and disposed of properly. Vendor shall use a Water Recovery System - Preferably using a containment wash mat for all services performed under this agreement. If the vendor does not treat or recycle its wastewater, approved disposal method shall be the use of a clarifier that is plumbed to the sanitary sewer system (Permits may be required).

EQUIPMENT AND SUPPLIES

Vendor will submit a list of products and their specifications for approval by the Public Works Department prior to their use. Vendor is responsible for supplying Material Safety Data Sheets (MSDS) for any and all cleaning liquids, chemicals, solvents, additives, etc. that the Vendor is using. These will be kept on file for immediate access and updated as needed. The Vendor, shall furnish all necessary equipment, labor, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of service.

SUPERVISION

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled cleaning and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her. The supervisory staff must have a minimum of three (3) years' experience in fleet vehicle washing services.

STAFFING

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services. These workers shall be thoroughly instructed by their supervisors as to required duties and methods of performance. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

EMPLOYEE CONDUCT

Employees of the Vendor while performing work under this contract will not:

- Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
- Remove any City property or personal property, equipment, monies, form or any other item from the vehicles.
- Engage in horseplay or loud boisterous behavior.
- Be under the influence of alcohol or drugs.
- Gamble.
- Smoke while working on any vehicle.

EMPLOYEE REMOVAL

The City reserves the right to reject any representative of the Vendor's work force. It shall be the Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

EMPLOYEE APPEARANCE AND IDENTIFICATION

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

SECURITY

Only authorized employees of the Vendor are allowed in the facilities at any time. All such employees must be working while inside the facilities. Vendor shall be responsible for all keys issued to Vendor. Vendor shall pay City for all lost key(s), and shall pay for all vehicle(s) re-keying necessary due to the lost key, as determined by City.

PROPERTY DAMAGE

The Vendor will be responsible for any damage to vehicles or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

POLICE DEPARTMENT VEHICLES

CRIMINAL HISTORY BACKGROUND CHECKS FOR ALL VENDOR EMPLOYEES

The Vendor will comply with required employee background checks as follows:

All vendor employees with access to the police department property and/or equipment will submit fingerprints for criminal history clearance at the Oxnard Police Department Records Division.

Police Department will cover all costs associated with eight (8) employee criminal history checks.

Costs for subsequent background checks (approximately $32.00 for each employee fingerprinted) will be charged to Vendor directly.

Employees who successfully pass the background check will be photographed and an "authorized contract employee" identification card will be issued.

The identification card must be worn and must be visible at all times when the employee is on City of Oxnard grounds and/or servicing Department vehicles.

Identification cards must be surrendered upon demand.

Criminal history information is confidential and cannot be shared with Vendor.

The Police Department has sole authority to authorize or reject Vendor employees at any time based upon previous, current, or future criminal history information.

Vendor shall comply with City Ordinance No. 2806 concerning the reduction of pollutants in stormwater discharges associated with mobile car washing activities.

RATES AND COSTS EXHIBIT

The vendor agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by the contract documents.

Cost List

Vehicle Type	Service Type	Price per Service
PASSENGER VEHICLES, SUV & PICKUP TRUCKS		
Auto Passenger Car (Sedan)	Interior & Exterior Cleaning:	**$ 25.00 ea**
Auto Passenger Car (Sedan)	**Interior & Exterior Detailing**	**$ 225.00 ea**
Pickup Trucks	Interior & Exterior Cleaning:	**$ 35.00 ea**
Pickup Trucks	**Interior & Exterior Detailing**	**$ 315.00 ea**
SUV'S & Vans	Interior & Exterior Cleaning:	**$ 45.00 ea**
SUV'S & Vans	**Interior & Exterior Detailing**	**$ 315.00 ea**
SPECIAL USE TRUCKS		
Sidelift Dump Truck	Interior & Exterior Cleaning	**$ 75.00 ea**
Sidelift Dump Truck	**Interior & Exterior Detailing**	**$ 495.00 ea**
Flatebeds	Interior & Exterior Cleaning	**$ 55.00 ea**
Flatebeds	**Interior & Exterior Detailing**	**$ 405.00 ea**
Aerial Lift	Interior & Exterior Cleaning	**$ 45.00 ea**
Aerial Lift	**Interior & Exterior Detailing**	**$ 495.00 ea**
CCTV Truck	Interior & Exterior Cleaning	**$ 75.00 ea**
CCTV Truck	**Interior & Exterior Detailing**	**$ 495.00 ea**
Crane Truck	Interior & Exterior Cleaning	**$ 65.00 ea**
Crane Truck	**Interior & Exterior Detailing**	**$ 540.0 ea**
Vactor Trucks	Interior & Exterior Cleaning:	**$ 65.00 ea**
Vactor Trucks	**Interior & Exterior Detailing**	**$ 540.00 ea**
Vacuum Trucks	Interior & Exterior Cleaning:	**$ 65.00 ea**

Vacuum Trucks	**Interior & Exterior Detailing**	**$ 540.00 ea**
Heavy Duty Trucks		
Residential Side Loader	Interior & Exterior Cleaning:	**$ 75.00 ea**
Residential Side Loader	**Interior & Exterior Detailing**	**$ 495.00 ea**
Commercial Front-End loader	Interior & Exterior Cleaning:	**$ 60.00 ea**
Commercial Front-End loader	**Interior & Exterior Detailing**	**$ 495.00 ea**
Industrial Roll Off	Interior & Exterior Cleaning:	**$ 50.00 ea**
Industrial Roll Off	**Interior & Exterior Detailing**	**$ 495.00 ea**
Transfer Tractor	Interior & Exterior Cleaning:	**$ 45.00 ea**
Transfer Tractor	**Interior & Exterior Detailing**	**$ 405.00 ea**
Transfer Trailer	Interior & Exterior Cleaning:	**$ 65.00 ea**
Transfer Trailer	**Interior & Exterior Detailing**	**$ 450.00 ea**
Trash Enclosures Power Wash	Power Wash	**$ 175.00 ea**
Trash Enclosure	Oil or Liquid Spill Clean-Up	**$ 195.00 ea**
POLICE VEHICLES		
Black & White Crown Victoria & Standard Pick-Ups	Interior & Exterior Cleaning:	**$ 30.00 ea**
Black & White Crown Victoria & Standard Pick-Ups	**Interior & Exterior Detailing**	**$ 255.00 ea**
Black & White Ford Explorer & Chevy Tahoe 4x4	Interior & Exterior Cleaning:	**$ 45.00 ea**
Black & White Ford Explorer & Chevy Tahoe 4x4	**Interior & Exterior Detailing**	**$ 265.00 ea**
Unmarked Grand Marquis, Ford Fusions, Ford Explorers, & Ford Escapes	Interior & Exterior Cleaning:	**$ 45.00 ea**
Unmarked Grand Marquis, Ford Fusions, Ford Explorers, & Ford Escapes	**Interior & Exterior Detailing**	**$ 265.00 ea**
SWAT Truck	Interior & Exterior Cleaning:	**$ 70.00 ea**
SWAT Truck	**Interior & Exterior Detailing**	**$ 495.00 ea**
Mobile Command Post	Interior & Exterior Cleaning:	**$ 110.00 ea**
Mobile Command Post	**Interior & Exterior Detailing**	**$ 540.00 ea**

Armored Car	Interior & Exterior Cleaning:	**$ 85.00**
Armored Car	**Interior & Exterior Detailing**	**$ 540.00**

***Detailing of all vehicles will be on an as-needed basis.**

SCHEDULE OF SERVICES EXHIBIT

The work schedule will be determined with each Division Manager. The work schedule shall include the number of employees and their scheduled hours each day throughout the week.

For all services required, the Vendor will be responsible for acquiring, operating and maintaining all equipment, permits and approvals necessary to wash and clean vehicles, trash enclosures and containers.

Location of City Departments and frequency:

Department	Location	Schedule & Hours
Environmental Resources	111 S. Del Norte Blvd	Frequency: Weekly Schedule to be determined by department
Fleet Services	1060 Pacific Ave, Bldg 1	Frequency: On-call/As needed Schedule to be determined by department
General Services	1060 Pacific Ave, Bldg 3	Frequency: On-call/As needed On-call/As needed
Police* (Location #1)	251 S. C Street	Frequency: Weekly Wednesdays 8:00 a.m. - 9:00 a.m. ***Saturday, only if Wednesday is cancelled due to weather - beginning at 9:00 a.m.***
Police Annex (Location #2)	3001 Sturgis Road	Frequency: Weekly Tuesdays 8:30 – 10:30 a.m.
Code Compliance*	214 S. C Street	Frequency: On-call/As needed To be determined by department
Water Division	251 S. Hayes Ave.	Frequency: On-call/As needed To be determined by department

***Vehicles may be located in City's parking structure located at the corner of Third & B Street.**

INSURANCE EXHIBIT

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 $18.22 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, 2022

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 **$18.22 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2023, 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

Agreement 9721-22-FN with Salado Enterprises for Citywide Vehicle Mobile Washing and Detailing Services

Public Works and Transportation Committee
June 13, 2023

Brian Yanez
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement with Salado Enterprises in the amount of $175,000 for a new total not to exceed $375,000 for an additional period of 12 months for the Citywide Vehicle Mobile Washing and Detailing Services.

BACKGROUND

- Vehicle and commercial vehicle washing is an important element for a safe, clean, and sanitary work environment
- Majority of this agreement relates to the washing of Environmental Resources (ER) refuse collection vehicles
- Due to the nature of ER operations, vehicles are subject to pollutants such as exhaust emissions, engine fluids, refuse, dust, and other debris
- September 12, 2022, after a formal solicitation, the City Manager approved Agreement 9721-22-FN with Salado Enterprises in the amount of $200,000 which expires August 14, 2023

DISCUSSION

- Salado Enterprises is responsible for washing the City's passenger vehicles and pickup trucks, special use vehicles, and heavy duty refuse collection vehicles
- Services also include power washing of City owned trash enclosures, bins and carts upon request.
- This agreement complies with City Ordinance No. 2806 in reducing stormwater pollutants
- Salado Enterprises meets all required City contractual obligations including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State

FINANCIAL IMPACT

- Cost of this First Amendment to Agreement No. 9721-22-FN with Salado Enterprises shall not exceed $175,000 for a total new agreement value of $375,000

- Funding for FY 2023-24 is included in the current annual budget proposal and subsequent fiscal years will be requested in the annual budget process.

ESTIMATED SPENDING PLAN				
Division	**Account**	**FY 2023-24 (10 months)**	**FY 2024-25 (2 months)**	**TOTAL**
ER	6313630-55030	$130,000	$25,000	$155,000
Citywide	Various Departments	$10,000	$10,000	$20,000
TOTAL		**$140,000**	**$35,000**	**$175,000**

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: June 13, 2023

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Purchase Order with Safety Network Traffic Signs, Inc. for Finished Street Signs. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Manager to execute a Purchase Order with Safety Network Traffic Signs, Inc. for finished street signs in the amount not to exceed $750,000 for a five-year term ending on June 30, 2028.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/3Y_eQgIMy3w

BACKGROUND

The City of Oxnard Public Works Streets Division (Streets Division) installs and maintains City traffic signs. There is an inventory of more than 20,000 traffic signs, including regulatory, warning, guidance and informational signs within the City. Some examples of signs include stops signs, street name signs, speed limit signs, no parking signs, and informational signs to help with navigation. The signs comply with the directions for standards developed by the Federal Highway Administration (FHWA) in the Manual for Uniform Traffic Control Devices (MUTCD). The MUTCD contains national design, application, placement standards, and guidance (e.g. reflectivity requirements) for all traffic control devices, such as signs, signals, and pavement markings. These devices regulate, warn, and guide road users along City streets. Traffic control devices are important because they optimize traffic performance, promote uniformity nationwide, and help enhance safety.

DISCUSSION

Public Works has a small sign shop at the Corporation Yard where staff assembles, cleans and reuses traffic signs. However, the volume of signs needed in any given year and the complexity of some of the regulatory traffic signs require the assistance of a commercial vendor to manufacture. As such, the Streets Division has utilized a commercial sign vendor to manufacture traffic signs for more than thirty years. This Fiscal Year 2022-2023, as of May, the Streets Division has repaired and installed approximately 2,491 traffic signs within the City limits.

On February 21, 2023, the City issued a Request for Bid (RFB) PW 23-87 on Public Purchase for the purchase and delivery of traffic signs. The RFB closed on March 22, 2023, and six bids were received. The lowest bidder was Safety Network Traffic Signs, Inc.

Table 1. RFB PW 23-87 Finished Street Signs

BIDDER	BID AMOUNT
Safety Network Traffic Signs, Inc.	$175,463.10
Safeway Sign Company	$217,539.50
Zumar Industries	$232,961.50
Maneri Sign Company	$261,335.60
Square Signs, LLC	$293,240.00
Main Street Signs	$523,774.00

Staff has confirmed that Safety Network Traffic Signs, Inc. meets all required provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that Safety Network Traffic Signs, Inc. is capable of satisfactorily performing the requested services.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total cost with Safety Network Traffic Signs, Inc., shall not exceed $750,000 over a five-year term for the purchase and delivery of finished street signs. The annual estimated spending plan for this Purchase Order is $150,000 starting July 1, 2023 and will be funded from available appropriations in the General Fund Streets Division. Funding for FY 2023-24 is included in the proposed FY2023-24 General Fund operating budget and subsequent fiscal years will be requested during the annual budget process.

Estimated Spending Plan						
	FY 2023-24	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**	**Total**
Streets Maintenance	$150,000	$150,000	$150,000	$150,000	$150,000	**$750,000**

Prepared by: Philip Schwieder, Streets Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Rate Sheet
2. Presentation

SAFETY NETWORK TRAFFIC SIGNS

RATE SHEET

Finished Street Signs with 1160A Premium Anti-Graffiti	Approximate Quantity	Unit of Measure	Diamond Grade Type 11 Florescent Colors	Diamond Grade Type 11 Standard Colors	High Intensity Grade Type 4 Prismatic	Engineer Grade Type 1
Aluminum .125 72" x 18"	100	each	$ 87.00 unit	$ 95.08 unit	$ 83.08 unit	$ 82.08 unit
Aluminum .080 30" x 30"	100	each	$ 55.37 unit	$ 54.53 unit	$ 46.20 unit	$ 45.51 unit
Aluminum .080 24" x 24"	100	each	$ 35.43 unit	$ 34.90 unit	$ 29.57 unit	$ 29.12 unit
Extruded Blade 30" x 9"	100	each	$ 34.00 unit	$ 40.84 unit	$ 37.56 unit	$ 32.70 unit
Extruded Blade 36" x 9"	100	each	$ 40.00 unit	$ 48.78 unit	$ 44.83 unit	$ 39.03 unit
Extruded Blade 42" x 9"	100	each	$ 47.00 unit	$ 56.90 unit	$ 52.29 unit	$ 45.53 unit
Extruded Blade 48" x 9"	100	each	$ 53.00 unit	$ 65.03 unit	$ 59.76 unit	$ 52.03 unit
Flat Blade 32" x 6"	100	each	$ 19.00 unit	$ 20.68 unit	$ 17.11 unit	$ 16.81 unit
Special Flat Blade 31" x 6" (Hump 11 3/4") 6"	100	each	$ 23.00 unit	$ 24.20 unit	$ 20.73 unit	$ 20.45 unit

Hardware/Accessories	Approximate Quantity	Unit of Measure	Unit Price
3/8 ALUMINUM DRIVE RIVET W/FIBER WASHER	100	each	$0.58
5/8" X 100' SS BANDING .030 GREEN	10	per roll	$51.11
5/8" BAND-IT STAINLESS STEEL BUCKLE	100	each	$0.49
SS STRAIGHT LEG BRKT W/BOLT	100	each	$2.17
CANTILEVER ARM SUPPORT 30" LONG	100	each	$38.89
2-1/4" X 2-1/4" X 30" 12GA PERF ANCHOR	100	each	$11.46
2" X 2" X 10' 14GA PERF TUBE	100	each	$32.14
2" X 2" X 12' 14GA PERF TUBE	100	each	$38.57
2" SCUB BRACKET	100	each	$1.84
U-BOLT FOR 2" SCUB BRACKETS	100	each	$0.89
CAP FOR 2" RD OR SQ EXTRUDED BLADE	100	each	$4.45
90-DEGREE CROSS PIECE FOR EXTRUDED	100	each	$4.45
WING BRACKET FOR 9" EXTRUDED BLADE	100	each	$7.78
WING BRACKET FOR 9" FLAT BLADE	100	each	$7.78
CAP FOR 2" RD OR SQ FLAT BLADE	100	each	$4.45
90-DEGREE CROSS PIECE FOR FLAT	100	each	$4.45

Purchase Order with Safety Network Traffic Signs, Inc. for Finished Street Signs

Public Works and Transportation Committee
June 13, 2023

Philip Schwieder
Streets Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Manager to execute a Purchase Order with Safety Network Traffic Signs, Inc. for finished street signs in the amount not to exceed $750,000 for a five-year term ending on June 30, 2028.

BACKGROUND

- Streets Division maintains over 20,000 signs within City limits
- City must meet regulatory compliance standards for directional and traffic control signs
- Traffic signs communicate rules, warnings, and guidance for safe navigation of roadways
- New signs will meet compliance standards set forth by the Federal Highway Administration (FHWA) Rules and Regulations and guided by the Manual on Uniform Traffic Control Devices (MUTCD)

In FY 2022-23, Streets Division repaired and replaced 2,491 regulatory, warning, guide, service, and informational street signs.

Signs are replaced when damaged, faded, broken, corroded or missing.

- The Streets Division has utilized a commercial sign vendor to manufacture traffic signs for more than thirty years

- Public Works has a small sign shop at the Corporation Yard where staff assembles, cleans and reuses traffic signs

- The complexity of regulator traffic signs require the assistance of a commercial vendor to manufacture

- Request for Bid (RFB) PW 23-87 issued on Public Purchase on February 21, 2023

- RFB closed on March 22, 2023 and six bids were received; Safety Network Traffic Signs, Inc. was the lowest responsive bidder

BIDDER	BID AMOUNT
Safety Network Traffic Signs	$175,463.10
Safeway Sign Company	$217,539.50
Zumar Industries	$232,961.50
Maneri Sign Company	$261,335.60
Square Signs, LLC.	$293,240.00
Main Street Signs	$523,774.00

FINANCIAL IMPACT

- This Purchase Order will be funded from available appropriations from the General Fund Streets Division
- The annual spending plan is $150,000 starting July 1, 2023
- Funding for subsequent fiscal years will be requested during the annual budget process

Estimated Spending Plan						
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total
Streets Maintenance	$150,000	$150,000	$150,000	$150,000	$150,000	$750,000

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: June 13, 2023

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Trade Services Agreement 32400008 with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for Ocean Monitoring Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute an agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for an amount not to exceed $1,850,000 for a five-year term ending December 31, 2028 for ocean outfall monitoring services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/kCNMXVfQV58

BACKGROUND

The City of Oxnard Wastewater Treatment plant (OWTP) treats approximately 17 million gallons of wastewater per day with its discharges going to both the City of Oxnard's Advanced Water Purification Facility (AWPF) and the Pacific Ocean.

The OWTP operates under a National Pollution Discharge Elimination System (NPDES) Permit issued by the California Regional Water Quality Control Board (RWQCB), Los Angeles Region. The NPDES permit lists the regulatory parameters required to discharge treated wastewater into the ocean. NPDES permit duration is five years with the current permit expiring in November 2023.

Under the requirements of the current NPDES permit, the OWTP is required to perform water quality monitoring, ocean acidification testing, benthic sediment monitoring, fish & invertebrate monitoring, kelp bed monitoring, toxicity testing, seafood safety monitoring, and an underwater inspection of the wastewater outfall pipe. The testing/ monitoring requirements vary annually over the five-year coverage of the NPDES permit.

DISCUSSION

The Purchasing Department published Request for Proposal (RFP) PW 23-89 for ocean monitoring services on February 23, 2023, with a proposal due date of March 24, 2023. RFP PW 23-89 received a total of one (1) proposal from Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs).

ABC Labs proposal was reviewed by the Purchasing Division (Buyer) and the Wastewater Division (Division Manager, Operations Manager, Chief Operator, Management Analyst) with a determination that it was

responsive based on scoring criteria listed in RFP PW 23-89. The scoring criteria consisted of the proposer's ability and history performing the requested services, responsiveness, technical competence, past record of similar work, and cost. Staff have also confirmed that ABC Labs 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.

The cost for the upcoming 5-year NPDES permit cycle is 15-20% higher when compared to the previous 5-year NPDES permit cycle. The permit monitoring requirements and their associated annual costs vary from year to year over the life of the permit. Staff anticipates the 2023-2028 permit requirements will remain consistent to the 2018-2023 requirements. The new agreement with ABC Labs has provisions that allows for additional work on an as-needed basis, if required.

ABC Labs has been providing required NPDES ocean monitoring services for the City for over 30 years. This service is highly specialized and has a very limited pool of locally qualified contractors. Based on their proposal and previous history of successful performance, staff is confident that ABC Labs is capable of satisfactorily providing the requested services outlined in the scope of work.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for Agreement 32400008 with ABC Labs shall not exceed $1,850,000 over the term of five years. The estimated spending plan is listed in the table below commencing July 1, 2023. These costs will be funded using available budget appropriations from the Wastewater Fund (611). Funding for FY 2023-24 is included in the proposed FY2023-24 Wastewater Operating Fund and subsequent fiscal years will be requested in the annual budget process.

ESTIMATED SPENDING PLAN						
DIVISION	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**TOTAL**
Wastewater 6113614-53420	$550,000	$400,000	$280,000	$330,000	$290,000	$1,850,000

Prepared by: Jan Hauser, Wastewater Division Manager, Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. 32400008 ABC Outfall Monitoring
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Aquatic Bioassay and Consulting Laboratories, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. On- Call Ocean Monitoring Services. This Agreement is for "on call" or "as needed" services as identified in Exhibit A-Scope of Services. The City does not guarantee that any services will be requested under this agreement or that any services requested under this agreement will reach the agreement amount listed in section 4. All "on call" or "as needed" services requested by the City shall be paid at the rates identified in Exhibit B-Rate and Cost Sheet.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Aquatic Bioassay and Consulting Laboratories, Inc. ("SERVICE PROVIDER"), a corporation of the State of California, located at 29 N Olive St, Ventura, CA 93001

3. TERM OF AGREEMENT: From (Date): July 1, 2023 To (Date): December 31, 2028

3.1 Time is of the essence in this Agreement.

3.2 INTENTIONALLY OMITTED

3.3 INTENTIONALLY OMITTED

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $1,850,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements

Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Act Certification
Exhibit G: Attachment E- Monitoring and Reporting Program NPDES NO. CA0054097

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Roberto Fuentes	Name: Scott Johnson
Title: Wastewater Operations Manager	Title: Laboratory Director
Phone: (805) 271-2203	Phone: 805-643-5621
Email: Roberto.Fuentes@oxnard.org	Email: scott@aquaticbioassay.com
Mailing Address (if differs from above): 6001 Perkins Road Oxnard, CA 93030	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER 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. Invoices may be emailed to: **pwinvoices@oxnard.org**.

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

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2 and 3.3, this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure

to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, 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 SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

29. [RESERVED] -

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be

agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER 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.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER 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. SERVICE PROVIDER understands and agrees that it is bound by and will comply with

all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and

represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD		**AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.**	
☒John C. Zaragoza, Mayor[1] ☐Jennifer Yates, [2] Purchasing Manager	Date	Joe Freas, President	Date
		Ashley Freas, Secretary[3]	Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

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

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

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

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.)

SCOPE OF SERVICES

ON CALL OCEAN OUTFALL MONITORING SERVICES FOR THE WASTEWATER DIVISION

1000-1 SCOPE OF WORK

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to provide On Call Ocean Monitoring Services for the City of Oxnard Wastewater Division. Contractor shall conduct all the following activities in accordance with Attachment E of the City of Oxnard Wastewater Treatment Plant NPDES No. CA0054097 Order No. R4-2018-0140 (Monitoring and Reporting Program (MRP):

1. Core monitoring, regional monitoring, and special studies as described in the General Monitoring Provisions.
2. Monthly toxicity testing using kelp, topsmelt, or red abalone (NPDES Section V).
3. Receiving Water Monitoring Requirements - Section VIII. Parts A, B, C, D, and E.
4. Other Monitoring Requirements - Section IX. A. Outfall and Diffuser Inspection.
5. Reporting Requirements - Section X.A.9, D.4 (Receiving Water Report) and D.5 (Outfall Inspection Report).
6. Regional monitoring following protocols developed by the Southern California Bight 2023 Regional Monitoring Program (SCCWRP)

TASK A Water Quality Monitoring

As required, Contractor shall provide receiving water quality monitoring to include four (4) quarterly reports, one (1) annual report, data management and analysis and Regional Monitoring in accordance with the Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) Permit. Contractor shall participate in the Southern California Bight Regional Monitoring Program pertaining to Ocean Acidification (OA) and Harmful Algal Blooms (HABs). Participation in this survey includes quarterly field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, and reporting and review.

Deliverables

- Four (4) Quarterly Receiving Water Field Surveys: (Aug, Nov, Feb, May) Total 20 over 5 years
- Four (4) Quarterly Sets of Laboratory Analyses: Bacteria and ammonia at 25 station x 3 depths x 4 quarters = 300) Total 20 over 5 years
- Monthly Program Management including (4) Quarterly Receiving Water Monitoring Reports, Biennial and Annual Summary Report & Regional Monitoring

TASK B Bight 23 Ocean Acidification (OA)

As required, Contractor shall conduct semi-annual bongo net tows at 3 stations located along a transect 25 miles offshore. These surveys will begin in January 2024 and last through December 2025. Pteropods and other organisms with calcareous shells shall be collected from each tow preserved and shipped to SCCWRP for processing. Participation in these surveys includes field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, and reporting and review.

Deliverables

- Four (4) Semi-annual (2024 and 2025) bongo net tows, CTD profiles and discrete water samples for pH and alkalinity based on the Ocean Acidification Work plan
- Four (4) Semi-annual (2024 and 2025) sets of Laboratory Analyses: aragonite (pH) and alkalinity
- Program Management including status updates, attendance at up to 6 Bight 23 OA meetings, data management/ analysis, report writing and review

TASK C Bight 23 Benthic Sediment Quality Monitoring

As required, Contractor shall provide Benthic Sediment services per the workplans and protocols for the 2023 Southern California Bight Regional Monitoring Program, including:

- Field sampling at 27 sites from Pt Mugu to Santa Barbara
- Laboratory analyses including:
    - Benthic infauna identification of 21 samples, including quality control
    - Sediment chemistry of 29 samples for chlorinated hydrocarbons (CHC and PCBs) and poly aromatic hydrocarbons (PAHs)
    - Sediment toxicity testing of 30 samples using the bivalve *Mytilus sp.*

Participation in these surveys includes field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, reporting and review.

Deliverables

- Field Sampling Benthic Sediments (n=27)

- Laboratory Analyses: Chemistry (n=29), infauana (n=21), Toxicity (n=30)
- Program Management including status updates, attendance at up to 5 Bight 23 Sediment Quality

TASK D Bight 23 Fish and Invertebrate Monitoring

As required, Contractor shall provide fish and invertebrate trawl sampling services per the work plans and protocols for the 2023 Southern California Bight Regional Monitoring Program, including:

- Trawl sampling at 19 sites from Pt Mugu to Santa Barbara
- Field identification, enumeration, and weights of all fish and invertebrates captured in each trawl

Participation in these surveys includes field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, reporting and review.

Deliverables

- Field Sampling: Trawling (n=19)
- Field Identification, enumeration, and weights
- Program Management including status updates, attendance at up to 5 Bight 23 Trawl committee meetings, data management/ analysis, report writing and review

TASK E Kelp Bed Monitoring

As required, Contractor shall participate in the Central Coast Kelp Consortium, including aerial flyovers.

Deliverables

- Participation in Central Region Kelp Survey Consortium as required
- Review Annual Report

TASK F Outfall & Diffuser Inspection

On an annual basis, Contractor shall inspect approx. 6000 ft of the City's ocean outfall and diffuser and provide a summary report.

Deliverables

- Outfall Dive Video recording
- Video review and editing
- Annual report

- Program Management

TASK G Toxicity Testing

On a monthly basis, Contractor shall conduct monthly NPDES (Section V) mandated toxicity testing on plant effluent using EPA protocols (EPA/600/R-95-136).

Deliverables

- Monthly kelp, abalone, or topsmelt toxicity tests
- Monthly program management and reporting

TASK H Seafood Safety Monitoring

As required, Contractor shall collect sportfish from three 'zones' offshore Oxnard and monitor seafood contamination levels following the work plan approved by the Los Angeles Regional Water Quality Control Board.

Deliverables

- Field Sampling: rig fishing, caging, spearfishing
- Laboratory analyses: tissue chemistry
- Data analysis and reporting
- Monthly program management

TASK I As Needed Testing, Analysis, and Consulting Services

Unforeseen services may be required through the duration of the contract. Contractor may render additional services through a task order on an as needed basis. Task orders shall include all time and material costs. Materials shall be paid at a rate of cost + 15%.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.)

SCHEDULE OF COMPENSATION

Item No.	Task	Description	Unit	Sub-Total	Frequency/ Budget Year	Cost	4% Annual Escalation?	Proposal	5 Year Contract Period 2023/24	2024/25	2025/26	2026/27	2027/28
1	**Task A**												
	Water Quality Monitoring	Field Work	Quarterly	$ 20,136	4	$ 80,544							
		Lab Work	Quarterly	$ 15,534	4	$ 62,135							
		Project Management	Quarterly	$ 5,216	4	$ 20,864	**Yes**	$ 163,543	$ 163,543	$ 170,085	$ 176,888	$ 183,964	$ 191,322
2	**Task B**												
	Bight 23 Ocean Acidification	Field Work	Semi-Annual	$ 23,664	4	$ 94,656							
	(2024 to 2025)	Lab Work	Semi-Annual	$ 1,100	4	$ 4,400							
		Project Management	Semi-Annual	$ 3,236	4	$ 12,944	**No**	$ 112,000	$ 28,000	$ 84,000	$ 7,000	$ 5,000	$ 5,000
3	**Task C**												
	Bight 23 Benthic Sediment	Field Work	Annual	$ 55,362	1	$ 55,362							
	Quality Monitoring	Lab Work	Annual	$ 108,765	1	$ 108,765							
		Project Management	Annual	$ 14,392	1	$ 14,392	**No**	$ 178,519	$ 178,519	$ 62,563	$ 15,840	$ 15,840	$ 15,840
4	**Task D**												
	Bight 23 Fish and	Field Work	Annual	$ 108,208	1	$ 108,208							
	Invertebrate Monitoring	Lab Work	Annual	$ -	1	$ -							
		Project Management	Annual	$ 18,160	1	$ 18,160	**No**	$ 126,368	$ 126,368	$ 26,306	$ 11,688	$ 11,688	$ 11,688
5	**Task E**												
	Kelp Bed Monitoring	Field Work	Annual	$ 11,000	1	$ 11,000							
		Lab Work	Annual	$ -	1	$ -							
		Project Management	Annual	$ 1,256	1	$ 1,256	**Yes**	$ 12,256	$ 12,256	$ 12,746	$ 13,256	$ 13,786	$ 14,338
6	**Task F**												
	Outfall and Diffuser Inspection	Field Work	Annual	$ 9,486	1	$ 9,486							
		Lab Work	Annual	$ 3,694	1	$ 3,694							
		Project Management	Annual	$ 2,896	1	$ 2,896	**Yes**	$ 16,076	$ 16,076	$ 16,719	$ 17,388	$ 18,083	$ 18,807
7	**Task G**												
	Toxicity Testing	Topsmelt	Most Sensitive	$ 1,135	1	$ 1,135							
		Kelp	Most Sensitive	$ 1,155	12	$ 13,860							
		Abalone	Most Sensitive	$ 1,050	1	$ 1,050	**Yes**	$ 16,045	$ 16,045	$ 16,687	$ 17,354	$ 18,048	$ 18,770
8	**Task H**												
	Seafood Safety Monitoring	Field Work	Annual	$ 29,726	1	$ 29,726							
		Lab Work	Annual	$ 15,410	1	$ 15,410							
		Project Management	Annual	$ 6,664	1	$ 6,664	**No**	$ 51,800	$ -	$ -	$ -	$ 51,800	$ 6,664
(continued below)								**Total**	**$ 540,807**	**$ 389,106**	**$ 259,414**	**$ 318,210**	**$ 282,429**

Item No.	Task	Desription	Unit	Sub-Total	Frequency/ Budget Year	Cost	4% Annual Escalation?	Proposal	5 Year Contract Period 2023/24	2024/25	2025/26	2026/27	2027/28
9	**Task I**		**2023 to 2024**										
	As Needed Testing, Analysis, and Consulting Services	Senior Scientist	Hourly	$ 241									
		Scientist	Hourly	$ 181									
		Senior Biologist	Hourly	$ 157									
		Biologist	Hourly	$ 133									
		Field Technician	Hourly	$ 102									
		Laboratory Technician	Hourly	$ 102									
10	**Annual Cost Escalation**	For Tasks A, E, F, G	Percent	4%									

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

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

CERTIFICATE HOLDER	**CANCELLATION**
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☼ COMMERCIAL GENERAL LIABILITY
☼ COMPREHENSIVE GENERAL LIABILITY
☼ OWNERS & CONTRACTORS PROTECTIVE

☼ Claims Made
Retroactive Date _____

☼ Occurrence

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

OTHER PROVISIONS

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

Name: ____

____

____

e: (____)_____

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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
☼ Broker/Agent ☼ Underwriter ☼ _____

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER	
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	**AUTHORIZED REPRESENTATIVE** ☼ Broker/Agent ☼ Underwriter ☼ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature ___ *(original signature required)* Telephone: ( ) Date Signed _

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EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.)

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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER 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, SERVICE PROVIDER shall pay such employee no less than $18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, 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, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER 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. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER 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, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER 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 SERVICE PROVIDER'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. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER 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 Service Provider, 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 SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

E.

ATTACHMENT E – MONITORING AND REPORTING PROGRAM

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ATTACHMENT E – MONITORING AND REPORTING PROGRAM (MRP CI 2022)

Section 308 of the federal Clean Water Act (CWA) and sections 122.41(h), (j)-(*l*), 122.44(i), and 122.48 of title 40 of the Code of Federal Regulations (40 CFR) require that all NPDES permits specify monitoring and reporting requirements. California Water Code (CWC) sections 13267 and 13383 also authorize the Regional Water Board to establish monitoring, inspection, entry, reporting, and recordkeeping requirements. This MRP establishes monitoring, reporting, and recordkeeping requirements that implement the federal and California laws and/or regulations.

I. GENERAL MONITORING PROVISIONS

A. All samples shall be representative of the waste discharge under conditions of peak load. Quarterly effluent analyses shall be performed during the first quarter (January, February, and March), the second quarter (April, May, and June), the third quarter (July, August, and September), and the fourth quarter (October, November, and December). Semiannual analyses shall be performed during the first quarter (January, February, and March) and third quarter (July, August, and September). Annual analyses shall be performed during the third quarter (July, August, and September). Should there be instances when monitoring could not be performed during these specified months, the Discharger must notify the Regional Water Board and state the reason why monitoring could not be conducted, and obtain approval from the Executive Officer for an alternate schedule. Results of quarterly, semiannual, and annual analyses shall be reported by the due date specified in Table E-11 of the MRP.

B. Pollutants shall be analyzed using the analytical methods described in 40 CFR § 136.3,136.4, and 136.5; or where no methods are specified for a given pollutant, by methods approved by this Regional Water Board or the State Water Board. Laboratories analyzing effluent samples and receiving water samples shall be certified by the State Water Resources Control Board, Division of Drinking Water (DDW) Environmental Laboratory Accreditation Program (ELAP) or approved by the Executive Officer and must include quality assurance/quality control (QA/QC) data in their reports. A copy of the laboratory certification shall be provided in the Annual Report due to the Regional Water Board each time a new certification and/or renewal of the certification is obtained from ELAP.

C. Water/wastewater samples must be analyzed within allowable holding time limits as specified in 40 CFR § 136.3. All QA/QC analyses must be run on the same dates that samples are actually analyzed. The Discharger shall retain the QA/QC documentation in its files and make available for inspection and/or submit this documentation when requested by the Regional Water Board. Proper chain of custody procedures must be followed and a copy of this documentation shall be submitted with the monthly report.

D. The Discharger shall calibrate and perform maintenance procedures on all monitoring instruments to insure accuracy of measurements, or shall ensure that both equipment activities will be conducted.

E. For any analyses performed for which no procedure is specified in the United States Environmental Protection Agency (USEPA) guidelines, or in the MRP, the constituent or parameter analyzed and method or procedure used must be specified in the monitoring report.

F. Each monitoring report must affirm in writing that “all analyses were conducted at a laboratory certified for such analyses under the Environmental Laboratory Accreditation Program (ELAP), or approved by the Executive Officer and in accordance with current USEPA guideline procedures or as specified in this monitoring and reporting program.”

G. The monitoring report shall specify the USEPA analytical method used, the Method Detection Limit (MDL), and the Reporting Level (RL) [the applicable Minimum Level (ML) or Reported Minimum Level (RML)] for each pollutant. The MLs are those published by the State Water Board in Appendix II of the 2015 Ocean Plan. The ML represents the lowest quantifiable concentration in a sample based on the proper application of all method-based analytical procedures and the absence of any matrix interference. When all specific analytical steps are followed and after appropriate application of method specific factors, the ML also represents the lowest standard in the calibration curve for that specific analytical technique. When there is deviation from the analytical method for dilution or concentration of samples, other factors are applied to the ML depending on the sample preparation. The resulting value is the reported Minimum Level.

H. The Discharger shall select the analytical method that provides an ML lower than the effluent limitation or performance goal established for a given parameter or where no such requirement exists, the lowest applicable water quality objective in the Ocean Plan. If the effluent limitation, performance goal, or the lowest applicable water quality objective is lower than all the MLs in Appendix II of the 2015 Ocean Plan, the Discharger must select the method with the lowest ML for compliance purposes. The Discharger shall include in the annual summary reports a list of the analytical methods and MLs employed for each test.

I. The Discharger shall instruct its laboratories to establish calibration standards so that the ML (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lower calibration standard. At no time is the Discharger to use analytical data derived from extrapolation beyond the lowest point of the calibration curve.

J. The Discharger shall develop and maintain a record of all spills or bypasses of raw or partially treated sewage from its collection system or treatment plant according to the requirements in the WDR section of this Order. This record shall be made available to the Regional Water Board upon request and a spill summary shall be included in the annual summary report.

K. If the Discharger samples and performs analyses (other than for process/operational control, startup, research, or equipment testing) any influent, effluent, or receiving water constituent more frequently than required by this Order using approved analytical methods, the results of those analyses shall be included in the monitoring report. These results shall be reflected in the calculation of the average (or median) used in demonstrating compliance with limitations set forth in this Order.

L. For all bacterial analyses, sample dilutions should be performed so the expected range of values is bracketed (for example, with multiple tube fermentation method or membrane filtration method, 2 to 16,000 per 100 mL for total and fecal coliforms, at a minimum; and 1 to 1000 per 100 mL for *Enterococcus*). The detection methods used for each analysis shall be reported with the results of the analyses.

1. Detection methods used for coliforms (total and fecal) shall be those presented in Table 1A of 40 CFR § 136, unless alternate methods have been approved in advance by the USEPA pursuant to 40 CFR § 136.

2. Detection methods for Escherichia coli shall be those presented in Table 1A of 40 CFR § 136 or in the USEPA publication EPA 600/4-85/076, Test Methods for Escherichia coli and enterococci in Water By Membrane Filter Procedure, or any improved method determined by the Regional Water Board to be appropriate.

M. All receiving and ambient water monitoring conducted in compliance with the MRP must be comparable with the Quality Assurance requirements of the Surface Water Ambient Monitoring Program (SWAMP). The Discharger shall submit all receiving water monitoring data in accordance with the California Environmental Exchange Network (CEDEN).

N. NPDES compliance monitoring focuses on the effects of a specific point source discharge. Generally, it is not designed to assess impacts from other sources of pollution (e.g., nonpoint source runoff, aerial fallout) or to evaluate the current status of important ecological resources in the water body. The scale of existing compliance monitoring programs does not match the spatial and, to some extent, temporal boundaries of the important physical and biological processes in the ocean. In addition, the spatial coverage provided by compliance monitoring programs is less than ten percent of the nearshore ocean environment. Better technical information is needed about status and trends in ocean waters to guide management and regulatory decisions, to verify the effectiveness of existing programs, and to shape policy on marine environmental protection.

O. The Regional Water Board and USEPA, working with other groups, have developed a comprehensive basis for effluent and receiving water monitoring appropriate to large publicly owned treatment works (POTWs) discharging to waters of the Southern California Bight. This effort has culminated in the publication by the Southern California Coastal Water Research Project (SCCWRP) of the Model Monitoring Program guidance document (Schiff, K.C., J.S. Brown and S.B. Weisberg. 2001*. Model Monitoring Program for Large Ocean Dischargers in Southern California.* SCCWRP Tech. Rep. #357. Southern California Coastal Water Research Project, Westminster, CA. 101 pp.). This guidance provides the principles, framework and recommended design for effluent and receiving water monitoring elements that have guided development of the monitoring program described below.

P. In July 2000, the Santa Monica Bay Restoration Project (SMBRP) published "An Assessment of the Compliance Monitoring System in Santa Monica Bay" to set forth recommendations and priorities for compliance monitoring in Santa Monica Bay. This report reasoned that a reduced level of receiving water monitoring is justified for large POTWs discharging to Santa Monica Bay due to improvements in effluent quality and associated decreases in receiving water impacts. Like the Model Monitoring Plan developed by SCCWRP, SMBRP recommendations are focused on providing answers to management questions and allowing a reduction in POTW receiving water monitoring where discharge effects are well understood. Although the OWTS does not discharge into Santa Monica Bay, receiving water monitoring since 1999 has documented that marine conditions are consistent or superior at the City's outfall. OWTP has also participated in the Central Bight Water Quality Consortium (CALCOFI study), implemented by the NOAA and NMFS, to identify marine trends which extend beyond Santa Monica Bay. The monitoring plan set forth here has been guided by SMBRP recommendations.

Q. The conceptual framework for the Model Monitoring Program has three components that comprise a range of spatial and temporal scales: (1) core monitoring; (2) regional monitoring; and (3) special studies.

1. Core monitoring is local in nature and focused on monitoring trends in quality and effects of the point source discharge. This includes effluent monitoring as well as some aspects of receiving water monitoring. In the monitoring program described below, these core components are typically referred to as local monitoring.

2. Regional monitoring is focused on questions that are best answered by a region-wide approach that incorporates coordinated survey design and sampling techniques. The major objective of regional monitoring is to collect information required to assess how safe it is to swim in the ocean, how safe it is to eat seafood from the ocean, and whether the marine ecosystem is being protected. Key components of regional monitoring include elements to address pollutant mass emission estimations, public health concerns, monitoring of trends in natural resources, assessment of regional impacts from all contaminant sources, and protection of beneficial uses. The final design of regional monitoring programs is developed by means of steering committees and technical

committees comprised of participating agencies and organizations and is not specified in this Order. Instead, for each regional component, the degree and nature of participation of the Discharger is specified. For this Order, these levels of effort are based upon past participation of the Discharger in regional monitoring programs.

3. Special studies are focused on refined questions regarding specific effects or development of monitoring techniques and are anticipated to be of short duration and/or small scale, although multiyear studies also may be needed. Questions regarding effluent or receiving water quality, discharge impacts, ocean processes in the area of the discharge, or development of techniques for monitoring the same, arising out of the results of core or regional monitoring, may be pursued through special studies. These studies are by nature ad hoc and cannot be typically anticipated in advance of the five-year permit cycle.

   The Discharger and the Regional Water Board shall consult annually to determine the need for special studies. Each year, the Discharger shall submit proposals for any proposed special studies to the Regional Water Board by December 31st for the following year's monitoring effort (July through June). The following year, detailed scopes of work for proposals, including reporting schedules, shall be presented by the Discharger at a Spring Regional Water Board meeting, to obtain the Regional Water Board approval and to inform the public. Upon approval by the Regional Water Board, the Discharger shall implement its special study or studies.

R. Discharger participation in regional monitoring programs is required as a condition of this Order.

1. Central Bight Water Quality Cooperative Program – The City of Oxnard has participated in coordinated monitoring conducted by the Orange County Sanitation District, County Sanitation Districts of Los Angeles County, and the City of Los Angeles through appropriate agencies for water quality monitoring as part of the federally funded Southern California Coastal Ocean Observing System (SCCOOS), which contributes to the national U.S. Integrated Ocean Observing System. This regionally coordinated survey provided integrated water quality surveys on a quarterly basis. These surveys cover 200 kilometers of coast in Ventura, Los Angeles, and Orange Counties, from the nearshore to approximately 10 kilometers offshore. This cooperative program contributes to a regional understanding of seasonal patterns in nearshore water column structure and provides context for determining the significance and potential causes of locally observed patterns in the area of wastewater outfalls. The study is also coordinated with the California Cooperative Oceanic Fisheries Investigations (CalCOFI) implemented by the National Oceanographic Atmospheric Administration (NOAH) and the California Department of Fish and Wildlife. Although monitoring as part of this program is no longer required, the City of Oxnard shall participate in planning or analysis activities as necessary to interpret the data collected over the previous 20 years.

2. The Central Region Kelp Survey Consortium was established with the support of the Regional Water Board to conduct regional kelp bed monitoring. This program is designed to require ocean dischargers in the Regional Water Board's jurisdiction to undertake a collaborative program, which include participation by Orange County ocean dischargers, to monitor kelp beds in the Southern California Bight, patterned after the successful program implemented by the San Diego Regional Water Board since 1985. Data collected in this regional survey is used to assess status and trends in kelp bed health and spatial extent. The regional nature of the survey allows the status of beds local to specific dischargers to be compared to regional trends. The regional kelp monitoring survey was initiated during 2003.

3. Southern California Bight Studies – Every five years SCCWRP coordinates regional monitoring within the Southern California Bight and compiles monitoring data collected by the dischargers and other participating entities. The fifth regional monitoring program (Bight '13) occurred primarily during summer 2013. The sixth regional monitoring program (Bight '18) is taking place during 2018. The next (seventh) regional monitoring program (Bight '23) is expected to take place during the summer of 2023. While participation in regional monitoring programs is required under this Order, revisions to the Discharger's monitoring program at the direction of the Regional Water Board may be necessary to accomplish the goals of regional monitoring or to allow the performance of special studies to investigate regional or site-specific water issues of concern. These revisions may include a reduction or increase in the number of parameters to be monitored, the frequency of monitoring, or the number and size of samples to be collected. Such changes were and may be authorized by the Regional Water Board Executive Officer after written notification to the Discharger.

S. This monitoring program for OWTP is comprised of requirements to demonstrate compliance with the conditions of the NPDES permit, ensure compliance with State water quality standards, and mandate participation in regional monitoring and/or area-wide studies.

T. Laboratory Certification. Laboratories analyzing monitoring samples shall be certified by the State Water Resources Control Board (State Water Board), in accordance with the provision of Water Code section 13176, and must include quality assurance/quality control data with their reports.

U. The Discharger shall ensure that the results of the Discharge Monitoring Report-Quality Assurance (DMR-QA) Study or the most recent Water Pollution Performance Evaluation Study are submitted annually to the State Water Board at the following address:

State Water Resources Control Board

Quality Assurance Program Officer

Office of Information Management and Analysis

1001 I Street, Sacramento, CA 95814

II. MONITORING LOCATIONS

A. The Discharger shall establish the following monitoring locations to demonstrate compliance with the effluent limitations, discharge specifications, and other requirements in this Order:

Table E-1. Influent and Effluent Monitoring

Discharge Point Name	Monitoring Location Name	Monitoring Location Description
Influent Monitoring Station		
	INF-001	Sampling station shall be established at point of inflow to the sewage treatment plant where representative samples of the influent can be obtained.
Effluent Monitoring Stations		
001	EFF-001A	The effluent sampling station shall be located as seen in Attachment C-1, where a representative sample of the secondary-treated effluent before mixing with the brine waste can be obtained.
	EFF-001B	The effluent sampling station shall be located downstream of any in-plant return flows and after the brine waste produced from the AWPF has commingled with the final secondary effluent, where representative samples of the effluent can be obtained.

Table E-2. Local Receiving Water Quality Monitoring Station Locations

Core Receiving Water Monitoring Stations (Attachment B-4)					
Monitoring Point Name	**Monitoring Location Description**				
Water Column	A001	B001	C001	D001	E001
	A002	B002	C002	D002	E002
	A003	B003	C003	D003	E003
	A004	B004	C004	D004	E004
	A005	B005	C005	D005	E005
Latitude	34.138081	34.136325	34.132179	34.126674	34.120332
	34.132012	34.129138	34.124922	34.119997	34.114238
	34.125161	34.122454	34.117716	34.113029	34.107623
	34.117883	34.115150	34.110515	34.105505	34.100469
	34.110413	34.107873	34.103261	34.098363	34.093656
Longitude	-119.212132	-119.201523	-119.192064	-119.183273	-119.175354
	-119.218126	-119.208035	-119.198634	-119.189477	-119.181209
	-119.224458	-119.214308	-119.205188	-119.195943	-119.186815
	-119.231060	-119.220927	-119.211638	-119.202504	-119.193520
	-119.237707	-119.227089	-119.218082	-119.208956	-119.199672
Station Depth (m)	13	11	12	11	11
	32	15	16	16	16
	143	21	22	22	22
	219	64	28	29	31
	82	258	35	37	38
Distance from Outfall/Transect length (m)	2,000	1,000	0	1,000	2,000

Table E-3. Receiving Water Benthic, Trawl, Shoreline and Mussel Monitoring Station Locations

Monitoring Point Name	**Monitoring Location Description**						
Receiving Water Benthic Monitoring Stations (Attachment B-5)							
Benthic Monitoring Station	RWS-001	RWS-002	RWS_003	RWS-004	RWS-005	RWS-006	RWS-007
Latitude	34.13047	34.12655	34.12568	34.12578	34.12502	34.12328	34.1075
Longitude	-119.20887	-119.20025	-119.19831	-119.1979	-119.19643	-119.1934	-119.17017
Station Depth (m)	15.0	15.0	15.3	15.0	15.3	15.3	15.3
Dist. From Outfall Transect (m)	1000	150	18	18	150	500	4000
Bagged Mussel Stations (Attachment B-6)							
SS1	2.0 miles southeast of outfall			34.107496		-119.170076	
SS2	outfall			34.124061		-119.199514	
SS3	0.8 miles northwest of outfall			34.130546		-119.208852	

Monitoring Point Name	Monitoring Location Description		
Receiving Water Trawl Stations (Attachment B-7)			
Trawl Station	RWT-001	RWT-002	RWT-003
Latitude	34.13177	34.12308	34.11773
Longitude	-119.2063	-119.1906	-119.1833
Station Depth (m)	15.6	15.6	15.6
Distance from Outfall Transect (m)	380	380	4000
Monitoring Point Name	**Monitoring Location Description**		
Shoreline Bacteriological Monitoring Stations (Attachment B-8)			
Ventura County ID	Location	Latitude	Longitude
35000	Hollywood Beach, Los Robles St	34.1625	-119.2300
37000	Channel Islands Harbor Beach	34.1594	-119.2219
38000	Silverstrand Beach, San Nicholas Ave	34.1572	-119.2253
39000	Silverstrand Beach, Santa Paula Ave	34.1525	-119.2197
40000	Silverstrand Beach, Sawtell, Ave	34.1475	-119.2164
41000	Port Hueneme Beach Park	34.1417	-119.1944
42000	Ormond Beach, J Street Drain	34.1389	-119.1889
43000	Ormond Beach, Industrial Drain	34.1358	-119.1842
44000	Ormond Beach, Arnold Rd	34.1197	-119.1600

The North latitude and West longitude information in Table E-1 through E-3 are approximate for administrative purposes.

III. INFLUENT MONITORING REQUIREMENTS

Influent monitoring is required to determine compliance with NPDES permit conditions, to assess treatment plant performance and to assess effectiveness of the Pretreatment Program.

A. Monitoring Location INF-001

1. The Discharger shall monitor influent to the facility at INF-001 as follows. If more than one analytical test method is listed for a given parameter, the Discharger must select from the listed methods and corresponding Minimum Level:

Table E-4. Influent Monitoring

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Flow	MGD	Recorder/totalizer	continuous	[1]
Biochemical Oxygen Demand (BOD_5 20°C)	mg/L	24-hr composite	weekly	[2]
Total Suspended Solids (TSS)	mg/L	24-hr composite	weekly	[2]
pH	pH units	grab	weekly	[2]
Oil and Grease	mg/L	grab[3]	weekly	[2]
Radioactivity (including gross alpha, gross, beta, combined radium-226 & radium-228, tritium, strontium-90 and uranium)	pCi/L	24-hr composite	quarterly	[4]
Benzidine	μg/L	grab	semiannually	[2]
Polychlorinated Biphenyls (PCBs)	μg/L	24-hr composite	semiannually	[2]
TCDD Equivalents	μg/L	24-hr composite	semiannually	[5]
Remaining pollutants in Table B of the 2015 Ocean Plan (excluding residual chlorine, chronic toxicity)	μg/L	grab	semiannually	[2]

IV. EFFLUENT MONITORING REQUIREMENTS

Effluent monitoring is required to determine compliance with NPDES permit conditions and water quality standards; assess and improve plant performance, and identify operational problems; provide information on wastewater characteristics and flows for use in interpreting water quality and biological data; and to conduct reasonable potential analyses for toxic pollutants.

A. Monitoring Location EFF-001A and EFF-001B

The Discharger shall monitor at effluent monitoring locations EFF-001A or EFF-001B for all parameters as follows. The samples for BOD and percent removal of BOD, TSS and percent removal of TSS and bacteria shall be collected at monitoring location EFF-001A and all remaining samples shall be collected at EFF-001B. Compliance with TSS percent removal at EFF-001B and Ocean Plan requriements (75%) is demonstrated by compliance at EFF-001A (85%).

[1] When continuous monitoring of flow is required, total daily flow, monthly average flow, and instantaneous peak daily flow (24-hour basis) shall be reported. Actual monitored flow shall be reported (not design capacity).

[2] Pollutants shall be analyzed using the analytical methods described in 40 CFR § 136; or where no methods are specified for a given pollutant, by methods approved by this Regional Water Board, the State Water Board, and USEPA Region 9. For any pollutant whose effluent limitation is lower than all the MLs specified in Appendix II of the Ocean Plan, the analytical method with the lowest ML must be selected.

[3] Oil and grease monitoring shall consist of a single grab sample at peak flow over a 24-hour period.

[4] Analyze these radiochemicals by the following USEPA methods: method 900.0 for gross alpha and gross beta, method 903.0 or 903.1 for radium-226, method 904.0 for radium-228, method 906.0 for tritium, method 905.0 for strontium-90, and method 908.0 for uranium. Analysis for combined radium-226 & 228 shall be conducted only if gross alpha and gross beta results for the same sample exceed 15 pCi/L or 50 pCi/L, respectively. If radium-226 & 228 exceeds 5 pCi/L, then analyze for tritium, strontium-90, and uranium.

[5] USEPA Method 1613 shall be used to analyze TCDD equivalents.

If more than one analytical test method is listed for a given parameter, the Discharger must select from the listed methods and corresponding Minimum Level:

Table E-5. Effluent Monitoring

Parameter	Units	Sample Type[6]	Minimum Sampling Frequency[7]	Required Analytical Test Method
Flow	MGD	recorder/totalizer	continuous	[1]
BOD_5 20°C[8]	mg/L	24-hr composite	weekly	[2]
Suspended solids [8]	mg/L	24-hr composite	weekly	[2]
pH	pH units	grab	weekly	[2]
Oil and grease	mg/L	grab[9]	weekly	[2]
Temperature	°F	grab	weekly	[2]
Settleable solids	ml/L	grab	weekly	[2]
Total chlorine residual	mg/L	recorder/totalizer	continuous	[2]
Turbidity	NTU	recorder/totalizer	continuous	[2]
Total coliform[8]	CFU/100 ml or MPN/100 ml	grab	daily	[2]
Enterococcus[8]	CFU/100 ml or MPN/100 ml	grab	5 times/month	[2]
Fecal coliform[8]	CFU/100 ml or MPN/100 ml	grab	5 times/month	[2]
Ammonia nitrogen	mg/L	24-hr composite	monthly	[2]
Toxicity, chronic [10]	Pass or Fail, % Effect (TST)	24-hr composite	monthly	[2]
Nitrate nitrogen	mg/L	24-hr composite	monthly	[2]
Nitrite nitrogen	mg/L	24-hr composite	monthly	[2]
Organic nitrogen	mg/L	24-hr composite	monthly	[2]
Radioactivity	pCi/L	24-hr composite	quarterly	[11]

[6] For discharge durations of less than 24 hours, individual grab samples may be substituted. A grab sample is an individual sample collected in less than 15 minutes.

[7] For the influent and effluent, weekly and monthly sampling shall be arranged so that each day, Monday through Friday, is represented.

[8] Sampling for BOD, TSS and bacteria is at EFF-001A. Weekly and Monthly Average BOD may be calculated from daily measurements. If the result of the weekly BOD analysis yields a value greater than the average monthly effluent limitation (AMEL), the frequency of analysis shall be increased to daily within one week of knowledge of the test result for at least 30 days and until compliance with the average weekly effluent limitation (AWEL) and AMEL BOD limits is demonstrated; after which the frequency shall revert to weekly.

[9] Oil and grease monitoring shall consist of a single grab sample at peak flow over a 24-hour period.

[10] Whole effluent toxicity monitoring is required for Discharge Point 001, using samples collected at EFF-001B, see section V. Whole Effluent Toxicity Testing Requirements.

[11] Analyze these radiochemicals by the following USEPA methods: method 900.0 for gross alpha and gross beta, method 903.0 or 903.1 for radium-226, method 904.0 for radium-228, method 906.0 for tritium, method 905.0 for strontium-90, and method 908.0 for uranium. Analysis for combined radium-226 & 228 shall be conducted

Parameter	Units	Sample Type[6]	Minimum Sampling Frequency[7]	Required Analytical Test Method
(Including gross alpha, gross beta, combined radium-226 and radium-228, tritium, strontium-90 and uranium)				
Arsenic	µg/L	24-hr composite	semiannually	[2]
Cadmium	µg/L	24-hr composite	semiannually	[2]
Chromium (VI)	µg/L	Grab	semiannually	[2]
Copper	µg/L	24-hr composite	semiannually	[2]
Lead	µg/L	24-hr composite	semiannually	[2]
Mercury	µg/L	24-hr composite	semiannually	[2]
Nickel	µg/L	24-hr composite	semiannually	[2]
Selenium	µg/L	24-hr composite	semiannually	[2]
Silver	µg/L	24-hr composite	semiannually	[2]
Zinc	µg/L	24-hr composite	semiannually	[2]
Cyanide	µg/L	grab	semiannually	[2]
Phenolic compounds (non-chlorinated)[12]	µg/L	24-hr composite	semiannually	[2]
Phenolic compounds (chlorinated)[12]	µg/L	24-hr composite	semiannually	[2]
Endosulfan	µg/L	24-hr composite	semiannually	[2]
Endrin	µg/L	24-hr composite	semiannually	[2]
HCH[12]	µg/L	24-hr composite	semiannually	[2]
Acrolein	µg/L	grab	semiannually	[2]
Antimony	µg/L	24-hr composite	semiannually	[2]
Bis(2-chloroethoxy) methane	µg/L	24-hr composite	semiannually	[2]
Bis(2-chloroisopropyl) ether	µg/L	24-hr composite	semiannually	[2]
Chlorobenzene	µg/L	grab	semiannually	[2]
Chromium (III)	µg/L	grab	semiannually	[2]
Di-n-butyl phthalate	µg/L	24-hr composite	semiannually	[2]
Dichlorobenzenes	µg/L	24-hr composite	semiannually	[2]
Diethyl Phthalate	µg/L	24-hr composite	semiannually	[2]

only if gross alpha and gross beta results for the same sample exceed 15 pCi/L or 50 pCi/L, respectively. If radium-226 & 228 exceeds the stipulated criteria, then analyze for tritium, strontium-90, and uranium.

[12] See Attachment A for definition of terms

Parameter	Units	Sample Type[6]	Minimum Sampling Frequency[7]	Required Analytical Test Method
Dimethyl Phthalate	µg/L	24-hr composite	semiannually	[2]
4,6-dinitro-2-methylphenol	µg/L	24-hr composite	semiannually	[2]
2,4-dinitrophenol	µg/L	24-hr composite	semiannually	[2]
Ethylbenzene	µg/L	grab	semiannually	[2]
Fluoranthene	µg/L	24-hr composite	semiannually	[2]
Hexachlorocyclopentadiene	µg/L	24-hr composite	semiannually	[2]
Nitrobenzene	µg/L	24-hr composite	semiannually	[2]
Thallium	µg/L	24-hr composite	semiannually	[2]
Toluene	µg/L	grab	semiannually	[2]
Tributyltin	ng/L	24-hr composite	semiannually	[2]
1,1,1-Trichloroethane	µg/L	grab	semiannually	[2]
Acrylonitrile	µg/L	grab	semiannually	[2]
Aldrin	µg/L	24-hr composite	semiannually	[2]
Benzene	µg/L	grab	semiannually	[2]
Benzidine	µg/L	24-hr composite	semiannually	[2]
Beryllium	µg/L	24-hr composite	semiannually	[2]
Bis(2-chloroethyl) ether	µg/L	24-hr composite	semiannually	[2]
Bis(2-ethylhexyl) phthalate	µg/L	24-hr composite	semiannually	[2]
Carbon Tetrachloride	µg/L	grab	semiannually	[2]
Chlordane[12]	µg/L	24-hr composite	semiannually	[13]
Chlorodibromomethane	µg/L	grab	semiannually	[2]
Chloroform	µg/L	grab	semiannually	[2]
DDT[12]	µg/L	24-hr composite	semiannually	[2]
1,4-dichlorobenzene	µg/L	24-hr composite	semiannually	[2]
3,3'-dichlorobenzidine	µg/L	24-hr composite	semiannually	[2]
1,2-dichloroethane	µg/L	grab	semiannually	[2]
1,1-dichloroethylene	µg/L	grab	semiannually	[2]
Dichlorobromomethane	µg/L	grab	semiannually	[2]

[13] The approved test procedures for Chlordane are methods: EPA 617, EPA 608.3 and EPA 625.1. In EPA 608.3, "In this revision to Method 608, Chlordane has been listed as the alpha- and gamma- isomers in Table 1. Reporting may be by the individual isomers, or as the sum of the concentrations of these isomers, as requested or required by a regulatory/control authority or in a permit." The 2015 Ocean Plan specfies that the sum shall be reported for compliance purposes.

Parameter	Units	Sample Type[6]	Minimum Sampling Frequency[7]	Required Analytical Test Method
Dichloromethane	µg/L	grab	semiannually	[2]
1,3-Dichloropropene	µg/L	grab	semiannually	[2]
Dieldrin	µg/L	24-hr composite	semiannually	[2]
2,4-dinitrotoluene	µg/L	24-hr composite	semiannually	[2]
1,2-diphenylhydrazine	µg/L	24-hr composite	semiannually	[2]
Halomethanes[12]	µg/L	grab	semiannually	[2]
Heptachlor	µg/L	24-hr composite	semiannually	[2]
Heptachlor Epoxide	µg/L	24-hr composite	semiannually	[2]
Hexachlorobenzene	µg/L	24-hr composite	semiannually	[2]
Hexachlorobutadiene	µg/L	24-hr composite	semiannually	[2]
Hexachloroethane	µg/L	24-hr composite	semiannually	[2]
Isophorone	µg/L	24-hr composite	semiannually	[2]
N-Nitrosodimethylamine	µg/L	24-hr composite	semiannually	[2]
N-Nitrosodi-n-propylamine	µg/L	24-hr composite	semiannually	[2]
N-Nitrosodiphenylamine	µg/L	24-hr composite	semiannually	[2]
PAHs[12]	µg/L	24-hr composite	semiannually	[2]
PCBs as Aroclors[12]	µg/L	24-hr composite	quarterly	[2]
PCBs as Congeners[12,14,15]	µg/L	24-hr composite	quarterly	[2]
TCDD Equivalents[12,16]	µg/L	24-hr composite	quarterly	[2]
1,1,2,2-Tetrachloroethane	µg/L	grab	semiannually	[2]
Tetrachloroethylene	µg/L	grab	semiannually	[2]
Toxaphene	µg/L	24-hr composite	semiannually	[2]

[14] PCBs as congeners shall be individually quantified (or quantified as mixtures of isomers of a single congener in co-elutions as appropriate) using USEPA proposed method 1668c. PCBs as congeners shall be analyzed using method EPA 1668c for three years and an alternate method may be used if none of the PCB congeners are detected for three years using method EPA 1668c.

USEPA recommends that until USEPA proposed method 1668c for PCBs is incorporated into 40 CFR § 136, Dischargers should use for discharge monitoring reports/State monitoring reports: (1) USEPA method 608 for monitoring data, reported as aroclor results, that will be used for assessing compliance with WQBELs (if applicable) and (2) USEPA proposed method 1668c for monitoring data, reported as 41 congener results, that will be used for informational purposes to help assess concentrations in the receiving water.

[15] To facilitate interpretation of sediment/fish tissue data and TMDL development, PCB congeners whose analytical characteristics resemble those of PCB-18, 28, 37, 44, 49, 52, 66, 70, 74, 77, 81, 87, 99, 101, 105, 110, 114, 118, 119, 123, 126, 128, 138, 149, 151, 153, 156, 157, 158, 167, 168, 169, 170, 177, 180, 183, 187, 189, 194, 201, and 206 shall be reported as a sum and individually quantified (or quantified as mixtures of isomers of a single congener in co-elutions as appropriate).

[16] USEPA Method 1613 shall be used to analyze TCDD equivalents.

Parameter	Units	Sample Type[6]	Minimum Sampling Frequency[7]	Required Analytical Test Method
Trichloroethylene	µg/L	grab	semiannually	[2]
1,1,2-Trichloroethane	µg/L	grab	semiannually	[2]
2,4,6-Trichlorophenol	µg/L	24-hr composite	semiannually	[2]
Vinyl chloride	µg/L	grab	semiannually	[2]
Methyl-tert-butyl-ether	µg/L	grab	semiannually	[2]

V. WHOLE EFFLUENT TOXICITY (WET) TESTING REQUIREMENTS

A. Chronic Toxicity Testing

1. Discharge In-stream Waste Concentration (IWC) for Chronic Toxicity

   The chronic IWC is the concentration of a pollutant or the parameter toxicity in the receiving water after mixing. The chronic toxicity IWC for Discharge Point 001 is based on 1 part effluent to 108 parts seawater or 0.92 percent effluent.

2. Sample Volume and Holding Time

   The total sample volume shall be determined by the specific toxicity test method used. Sufficient sample volume shall be collected to perform the required toxicity test. For the receiving water, sufficient sample volume shall also be collected during accelerated monitoring for subsequent TIE studies, if necessary, at each sampling event. All toxicity tests shall be conducted as soon as possible following sample collection. No more than 36 hours shall elapse before the conclusion of sample collection and test initiation.

3. Chronic Marine Species and Test Methods

   If effluent samples are collected from outfalls discharging to receiving waters with salinity >1 ppt, the Discharger shall conduct the following chronic toxicity tests on effluent samples, at the in-stream waste concentration for the discharge, in accordance with species and test methods in Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to West Coast Marine and Estuarine Organisms (EPA/600/R-95/136, 1995). Artificial sea salts or hypersaline brine shall be used to increase sample salinity if needed. In no case shall these species be substituted with another test species unless written authorization from the Executive Officer is received.

   a. A static renewal toxicity test with the topsmelt, *Atherinops affinis* (Larval Survival and Growth Test Method 1006.0).
   b. A static non-renewal toxicity test with the red abalone, *Haliotis rufescens* (Larval Shell Development Test Method).
   c. A static non-renewal toxicity test with the giant kelp, *Macrocystis pyrifera* (Germination and Growth Test Method 1009.0).

4. Species Sensitivity Screening

   Species sensitivity screening shall be conducted during this permit's first required sample collection. The Discharger shall collect a single effluent sample to initiate and concurrently conduct three toxicity tests using the fish, an invertebrate, and the alga species previously referenced. This sample shall also be analyzed for the parameters required on a monthly frequency for the discharge, during that given month. As allowed

under the test method for the Atherinops affinis, a second and third sample may be collected for use as test solution renewal water as the seven-day toxicity test progresses. If the result of all three species is "Pass" and "Percent Effect" are less than or equal to 10, at the discharge IWC, then the Dicharger may continue to test with the species chosen based on the most recent, previous species sensitivity rescreening, after consultation with and written direction from the Regional Waer Board staff. If only one species fails, then that species shall be used for routine monitoring during the permit cycle. Likewise, if two or more species result in "Fail", then the species that exhibits the highest "Percent Effect" at the discharge IWC during the suite of species sensitivity screening shall be used for routine monitoring during the permit cycle, until such time as a rescreening is required.

Species sensitivity rescreening is required every 24 months if there has been discharge during dry weather conditions. If the discharge is intermittent and occurs only during wet weather, rescreening is not required. If rescreening is necessary, the Discharger shall rescreen with the marine vertebrate species, a marine invertebrate species, and the alga species previously referenced, and continue to monitor with the most sensitive species. If the first suite of rescreening tests demonstrates that the same species is the most sensitive then the rescreening does not need to include more than one suite of tests. If a different species is the most sensitive or if there is ambiguity, then the Discharger may proceed with suites of screening tests for a minimum of three, but not to exceed five suites.

During the calendar month, toxicity tests used to determine the most sensitive test species shall be reported as effluent compliance monitoring results for the chronic toxicity MDEL.

5. Quality Assurance and Additional Requirements

Quality assurance measures, instructions, and other recommendations and requirements are found in the test methods manual previously referenced. Additional requirements are specified below.

a. The discharge is subject to determination of "Pass" or "Fail" from a chronic toxicity test using the Test of Significant Toxicity statistical t-test approach described in the National Pollutant Discharge Elimination System Test of Significant Toxicity Implementation Document (EPA 833-R-10-003, 2010), Appendix A, Figure A-1, and Table A-1, and Appendix B, Table B-1. The null hypothesis (Ho) for the TST statistical approach is: Mean discharge IWC response ≤0.75 × Mean control response. A test result that rejects this null hypothesis is reported as "Pass." A test result that does not reject this null hypothesis is reported as "Fail." The relative "Percent Effect" at the discharge IWC is defined and reported for each toxicity test as: ((Mean control response - Mean discharge IWC response) ÷ Mean control response)) × 100. This is a t-test (formally Student's t-Test), a statistical analysis comparing two sets of replicate observations – in the case of WET, only two test concentrations (i.e. a control and IWC). The purpose of this statistical test is to determine if the means of the two sets of observations are different (i.e. if the IWC or receiving water concentration differs from the control (the test result is "Pass" or "Fail")). The Welch's t-test employed by the TST statistical approach is an adaptation of Student's t-test and is used with two samples having unequal variances.

b. If the effluent toxicity test does not meet all test acceptability criteria (TAC) specified in the referenced test method Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to West Coast Marine and Estuarine

Organisms (EPA/600/R-95/136, 1995) (see Table E-6, below), then the Discharger must re-sample and re-test within 14 days.

Table E-6. USEPA Test Methods and Test Acceptability Criteria

Species & USEPA Test Method Number	Test Acceptability Criteria (TAC)
Topsmelt, *Atherinops affinis*, Larval Survival and Growth Test Method 1006.01. (Table 3 of Test Method)	80% or greater survival in controls; average dry weight per surviving organism in control chambers equals or exceeds 0.85 mg. LC50 with copper must be ≤ 205 µg/L, <25% MSD for survival and <50% MSD for growth. If the test starts with 9 day old larvae, the mean weight per larva must exceed 0.85 milligrams in the reference and brine controls; the mean weight of preserved larvae must exceed 0.72 milligrams. (required)
Purple Sea Urchin, *Strongylocentrotus purpuratus*, and the Sand Dollar, *Dendraster excentricus,* Fertilization Test Method 1008.0 (Table 7 of Test Method)	70% or greater egg fertilization in controls, must achieve a MSD of <25%, and appropriate sperm counts. (required)
Red Abalone, *Haliotis rufescens*, Larval Shell Development Test Method (Table 3 of Test Method)	80% or greater normal shell development in the controls; must have statistical significant effect at 56 µg/L zinc and achieve a MSD of <20%. (required)
Giant Kelp, *Macrocystis pyrifera*, Germination and Growth Test Method 1009.0 (Table 3 of Test Method)	70% or greater germination in controls, ≥ 10 µm germ-tube length in controls, No Observed Effect Concentration (NOEC) must be below 35 µg/L in the reference toxicant test, and must achieve a MSD of <20% for both germination and germ-tube length in the reference toxicant. (required)

c. Dilution water and control water, including brine controls, shall be 1-µm-filtered uncontaminated natural seawater, hypersaline brine prepared using uncontaminated natural seawater, or laboratory water prepared and used as specified in the test methods manual. If dilution water and control water is different from test organism culture water, then a second control using culture water shall also be used.

d. Monthly reference toxicant testing is sufficient. All reference toxicant test results should be reviewed and reported using the EC25[17].

[17] EC25 is a point estimate of the toxicant concentration that would cause an observable adverse effect (e.g. death, immobilization, or serious incapacitation) in 25 percent of the test organisms.

e. The Discharger shall perform toxicity tests on final effluent samples. Chlorine and ammonia shall not be removed from the effluent sample prior to toxicity testing, unless explicitly authorized under this section of the MRP and the rationale is explained in the Fact Sheet (Attachment F).

6. Preparation of an Initial Investigation Toxicity Reduction Evaluation (TRE) Work Plan

The Discharger shall prepare and submit a copy of the Discharger's initial investigation TRE work plan to the Executive Officer of the Regional Water Board for approval within 90 days of the effective date of this permit. If the Executive Officer does not disapprove the work plan within 60 days, the work plan shall become effective. The Discharger shall use USEPA manual EPA/833B-99/002 (municipal) as guidance, or the most current version. This work plan shall describe the steps that the Discharger intends to follow if toxicity is detected. At a minimum, the TRE Work Plan must contain the provisions in Attachment G. This work plan shall describe the steps that the Discharger intends to follow if toxicity is detected. At a minimum the work plan shall include:

a. A description of the investigation and evaluation techniques that will be used to identify potential causes and sources of toxicity, effluent variability, and treatment system efficiency.
b. A description of the Facility's methods of maximizing in-house treatment efficiency and good housekeeping practices, and a list of all chemicals used in the operation of the Facility; and,
c. If a TIE is necessary, an indication of the person who would conduct the TIEs (i.e., an in-house expert or an outside contractor).

7. Accelerated Monitoring Schedule for Maximum Daily Single Result: "Fail."

The Maximum Daily single result shall be used to determine if accelerated testing needs to be conducted.

Once the Discharger becomes aware of this result, the Discharger shall implement an accelerated monitoring schedule within 5 calendar days of the receipt of the result. However, if the sample is contracted out to a commercial laboratory, the Discharger shall ensure that the first of four accelerated monitoring tests is initiated within seven calendar days of the Discharger becoming aware of the result. The accelerated monitoring schedule shall consist of four toxicity tests (including the discharge IWC), conducted at approximately two-week intervals, over an eight-week period; in preparation for the TRE process and associated reporting, these results shall also be reported using the EC25. If each of the accelerated toxicity tests results in "Pass," the Discharger shall return to routine monitoring for the next monitoring period. If one of the accelerated toxicity tests results in "Fail," the Discharger shall immediately implement the TRE Process conditions set forth below. During accelerated monitoring schedules, only TST results ("Pass" or "Fail") for chronic toxicity tests shall be reported as effluent compliance monitoring results for the chronic toxicity MDEL.

8. Toxicity Reduction Evaluation (TRE) Process

During the TRE Process, monthly effluent monitoring shall resume and TST results ("Pass" or "Fail") for chronic toxicity tests shall be reported as effluent compliance monitoring results for the chronic toxicity MDEL.

a. Preparation and Implementation of Detailed TRE Work Plan. The Discharger shall immediately initiate a TRE using, according to the type of treatment facility, USEPA manual Toxicity Reduction Evaluation Guidance for Municipal Wastewater Treatment Plants (EPA/833/B-99/002, 1999) and, within 15 days, submit to the

Executive Officer a Detailed TRE Work Plan, which shall follow the generic Initial Investigation TRE Work Plan revised as appropriate for this toxicity event. It shall include the following information, and comply with additional conditions set by the Executive Officer:

i. Further actions by the Discharger to investigate, identify, and correct the causes of toxicity.

ii. Actions the Discharger will take to mitigate the effects of the discharge and prevent the recurrence of toxicity.

iii. A schedule for these actions, progress reports, and the final report.

b. TIE Implementation. The Discharger may initiate a TIE as part of a TRE to identify the causes of toxicity using the same species and test method and, as guidance, USEPA manuals: Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures (EPA/600/6-91/003, 1991); Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity (EPA/600/R-92/080, 1993); Methods for Aquatic Toxicity Identification Evaluations, Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity (EPA/600/R-92/081, 1993); and Marine Toxicity Identification Evaluation (TIE): Phase I Guidance Document (EPA/600/R-96-054, 1996). The TIE should be conducted on the species demonstrating the most sensitive toxicity response.

c. Many recommended TRE elements parallel required or recommended efforts for source control, pollution prevention, and storm water control programs. TRE efforts should be coordinated with such efforts. As toxic substances are identified or characterized, the Discharger shall continue the TRE by determining the sources and evaluating alternative strategies for reducing or eliminating the substances from the discharge. All reasonable steps shall be taken to reduce toxicity to levels consistent with toxicity evaluation parameters.

d. The Discharger shall continue to conduct routine effluent monitoring for compliance determination purposes while the TIE and/or TRE is taking place. Additional accelerated monitoring and TRE work plans are not required once a TRE has begun.

e. The Regional Water Board recognizes that toxicity may be episodic and identification of causes and reduction of sources of toxicity may not be successful in all cases. The TRE may be ended at any stage if monitoring finds there is no longer toxicity.

9. Reporting

The Self-Monitoring Report (SMR) shall include a full laboratory report for each toxicity test. This report shall be prepared using the format and content of the test methods manual chapter called Report Preparation, and shall include:

a. The valid toxicity test results for the TST statistical approach, reported as “Pass” or “Fail” and “Percent Effect” at the chronic toxicity IWC for the discharge. All toxicity test results (whether identified as valid or otherwise) conducted during the calendar month shall be reported on the SMR due date specified in Table E-16.

b. Summary water quality measurements for each toxicity test (e.g. pH, dissolved oxygen, temperature, conductivity, hardness, salinity, chlorine, ammonia).

c. The statistical analysis used in National Pollutant Discharge Elimination System Test of Significant Toxicity Implementation Document (EPA 833-R-10-003, 2010) Appendix A, Figure A-1 and Table A-1, and Appendix B, Table B-1.

d. TRE/TIE results. The Executive Officer shall be notified no later than 30 days from completion of each aspect of TRE/TIE analyses. Prior to completion of the final TIE/TRE report, the Discharger shall provide status updates in the monthly monitoring reports, indicating which TIE/TRE steps are underway and which steps have been completed.

e. Statistical program (e.g., TST calculator, Comprehensive Environmental Toxicity Information System, etc.) output results, including graphical plots, for each toxicity test.

f. Graphical plots and tabular data clearly showing the laboratory's performance of the reference toxicant, for each solution, for the previous 20 tests and the laboratory's performance of the control mean, control standard deviation, and control coefficient of variation, for each solution, for the previous 12-month period.

g. Any additional QA/QC documentation or any additional chronic toxicity-related information, upon written request of the Regional Water Board Chief Deputy Executive Officer or Executive Officer.

B. Ammonia Removal

1. Except with prior approval from the Executive Officer of the Regional Water Board, ammonia shall not be removed from bioassay samples. The Discharger must demonstrate the effluent toxicity is caused by ammonia because of increasing test pH when conducting the toxicity test. It is important to distinguish the potential toxic effects of ammonia from other pH sensitive chemicals, such as certain heavy metals, sulfide, and cyanide.

   a. The following may be steps to demonstrate that the toxicity is caused by ammonia and no other toxicants before the Executive Officer would allow for control of pH in the test. There is consistent toxicity in the effluent and the maximum pH in the toxicity test is in the range to cause toxicity due to increased pH.

   b. Chronic ammonia concentrations in the effluent are greater than 4 mg/L total ammonia.

   c. Conduct graduated pH tests as specified in the toxicity identification evaluation methods. For example, mortality should be higher at pH 8 and lower at pH 6.

   d. Treat the effluent with a zeolite column to remove ammonia. Mortality in the zeolite treated effluent should be lower than the non-zeolite treated effluent. Then add ammonia back to the zeolite-treated samples to confirm toxicity due to ammonia.

2. When it has been demonstrated that toxicity is due to ammonia because of increasing test pH, pH may be controlled using appropriate procedures which do not significantly alter the nature of the effluent, after submitting a written request to the Regional Water Board, and receiving written permission expressing approval from the Executive Officer of the Regional Water Board.

C. Chlorine Removal

Chlorine may be removed from the OWTP effluent bioassay sampled from EFF-001B because there are no appropriate sampling locations that reflect dechlorinated conditions at the outfall.

VI. LAND DISCHARGE MONITORING REQUIREMENTS – NOT APPLICABLE

VII. RECYCLING REQUIREMENTS

The reuse of the reclaimed water is regulated under a separate WDRs and Water Recycling Requirements (WRRs) for City of Oxnard Groundwater Recovery, Enhancement, and Treatment Program – Non-Potable Reuse Phase 1 Project (GREAT Program – Phase 1 Project), Order No. R4-2008-0083 as amended by Order No. R4-2011-0079, Order No. R4-2011-0079-A01, and Order No. R4-2011-0079-A02, File No. 64-104 and File No. 08-070, CI-9456.

VIII. RECEIVING WATER MONITORING REQUIREMENTS

The City of Oxnard has been monitoring receiving water at Discharge Point 001 since 1999. Local receiving water trends over the 10-kilometer sample grid have generally remained steady and the 20-year record of data shows the Oxnard discharge plume is not sufficiently large to impact regional trends. Based on the most recent information from the federally-funded Southern California Coastal Ocean Observing System (SCCOOS), the Central Bight Cooperative Water Quality Survey is complete and no additional water quality monitoring is required at this time. Due to this reduction in regional water quality monitoring, this Order reduces the area sampled to improve information on the impact of the outfall and more accurately characterize the dilution which takes place at the outfall. However, the City of Oxnard shall continue to participate on the Central Bight Cooperative Water Quality Survey steering committee and provide assistance should this cooperative program undertake analysis of the collected data to contribute to a regional understanding of seasonal patterns in water column structure.

Receiving water shall continue to be monitored for local offshore water quality, shoreline bacteria, infaunal benthic community, sediment chemistry and toxicity, regional benthic health, local fish and macroinvertebrate population and tissue, regional fish and macroinvertebrate health, local seafood safety, regional seafood safety, and kelp bed health. If annual reporting and comparative studies identify unanticipated water quality trends at the smaller one-kilometer grid size, the wider sample grid may be reinstated. All receiving water stations shall be located by state-of-the-art navigational methods (e.g. Differential Global Positioning System or DGPS); other means (e.g. visual triangulation, fathometer readings) may be used to improve the accuracy of locating stations. Water quality measurements are made with a Conductivity, Temperature and Depth Instrument (CTD), which also measures other parameters such as pH and light transmissivity.

Table E-7. Schedule for Receiving Water Monitoring Requirements

Monitoring	Number	Type	R4-2013-0094 Frequency	R4-2018-0140 Frequency	Reporting
Local offshore water quality	25	CTD, ammonia, bacteria	--	Quarterly	Annually
Regional offshore water quality	48	CTD and SCCWRP support	Quarterly	---	--
Bacteria/ammonia offshore water quality	18/ three depths	Bacteria, ammonia	Quarterly	--	--
Shoreline	9	Bacteria	Quarterly	Quarterly	Annually

Monitoring	Number	Type	R4-2013-0094 Frequency	R4-2018-0140 Frequency	Reporting
Local Benthic Infaunal community	7	Community and population	Annually	Year two	Year three
Local Sediment chemistry	7	Chemistry	Annually	Year two	Year two
Sediment toxicity	2	Amphipod	Annually	Year two	Year two
Regional Benthic	SCCWRP support only		2013	2018, 2023	SCCWRP
Local fish macroinvertebrate	3	Population	Annually	Year two	Year two
Local fish macroinvertebrate	3	Tissue	Annually	Year two	Year two
Local bagged mussels	3	Tissue	Special Study	Year four	Year four
Regional fish and macroinvertebrate	SCCWRP support only		2013	2018, 2023	SCCWRP
Local seafood safety	5 species in 3 zones	Test against consumption advisories	Year one, three and five	Year four	Year four
Regional seafood safety	SCCWRP support only		2013	2018, 2023	SCCWRP
Kelp bed monitoring	SCCWRP support only		2013	2018, 2023	SCCWRP

A. Water Quality Monitoring

Water quality monitoring is designed to determine if Ocean Plan and Basin Plan objectives for physical and chemical parameters and bacteria are being met. Water quality data will be collected to provide the information necessary to demonstrate compliance with the water quality standards and to contribute to the Bight'18 and Bight'23 regional monitoring programs, led by SCCWRP. Sample collection for water quality monitoring shall follow protocols described in the most current edition of the *Field Operations Manual for Marine Water-Column, Benthic, and Trawl Monitoring in Southern California, SCCWRP*. Water quality data shall be analyzed to estimate spatial extent and movement of the wastewater plume over time. Changes in monitoring measurements shall be quantified each year, contrasted with the previous five years, and summarized annually.

1. Inshore/Offshore Monitoring - The Discharger shall monitor receiving water quality quarterly at 25 new core Receiving Water Column Monitoring Stations from A001 to E005 (Table E-2 and Attachment B-4) as follows.

Table E-8. Offshore Receiving Water Monitoring Requirements

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Dissolved oxygen	mg/L	continuous profile	quarterly	[2]
Water temperature	°C	continuous profile	quarterly	[2]
Light transmittance	% transmittance	continuous profile	quarterly	[18]
Salinity	ppt	continuous profile	quarterly	[2]

[18] Light transmittance (transmissivity) shall be measured with a transmissometer, using equipment and procedure similar to that described by L.V. Whitney [*Transmission of Solar Energy and the Scattering Produced by Suspensoids in Lake Waters*, Transactions of the Wisconsin Academy of Sciences, Arts, and Letters, Vol. 31 (1938)]. Results shall be expressed as the percent of light transmittance. Path length of transmissometer should be noted.

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
pH	pH units	continuous profile	quarterly	[2]
Chlorophyll a	μg/L	continuous profile	quarterly	[2]
Visual observations	---	---	quarterly	[19]
Total coliform	MPN or CFU/100 mL	grab, surface and mid-depth and near bottom[20]	quarterly	[2]
Fecal coliform	MPN or CFU/100 mL	grab, surface and mid-depth and near bottom [20]	quarterly	[2]
Enterococcus	MPN or CFU/100 mL	grab, surface and mid-depth and near bottom [20]	quarterly	[2]
Ammonia nitrogen	mg/L	grab, surface and mid-depth and near bottom[20]	quarterly	[2]

Concurrent with the CTD profiling survey, discrete samples shall be collected quarterly for ammonia and fecal coliform, total coliform and *Enterococcus* at the surface, mid depth and near the bottom (or as deep as practicable for those stations located in depths less than 45 m). Sampling for bacteria is necessary to ensure the bacteria discharged at the outfall do not survive marine conditions and do not contribute to the bacteria identified by shoreline monitoring.

2. Shoreline Monitoring - The Discharger shall monitor receiving water quality at nine Ventura County Shoreline Bacteriological Monitoring Stations listed in Attachment B-8 for the constituents that follow:

[19] Observations of wind (direction and speed), weather (e.g., cloudy, sunny, or rainy), current (e.g., direction), and tidal conditions (e.g., high or low tide) shall be made and recorded (every four hours during offshore sampling) at the time samples of the waters of the Pacific Ocean (shore, nearshore, and all offshore stations) are collected.

Observations of water color, discoloration, oil and grease, turbidity, odor, materials of sewage origin in the water or on the beach, and unusual or abnormal amounts of floating or suspended matter in the water or on the beach, rocks and jetties, or beach structures shall also be made and recorded at stations or while in transit. The character and extent of such matter shall be described. The dates, times and depths of sampling and these observations shall also be reported.

[20] Bottom sampling shall be done 2.0 m (6.6 ft) above the seabed.

Table E-9. Shoreline Receiving Water Monitoring Requirements for Bacteria

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Total coliform	MPN or CFU/100 mL	grab	quarterly	[2]
Fecal coliform	MPN or CFU/100 mL	grab	quarterly	[2]
Enterococcus	MPN or CFU/100 mL	grab	quarterly	[2]

Visual observations shall be recorded when bacteriological samples are collected. Monitoring at these nine stations is conducted for the purposes of public health assessment and to ensure protection for public recreational use of coastal ocean waters, and the results are not intended for use as compliance sites for OWTP, unless offshore bacteria monitoring demonstrates the outfall bacteria persist to the shoreline. In the event of stormy weather that makes sampling hazardous or impractical, these samples can be rescheduled.

B. Benthic Monitoring

Benthic monitoring includes infauna and sediment sampling. The data collected are used for the regular assessment of trends in sediment contamination and biological response along a fixed grid of sites within the influence of the discharge.

1. Local Benthic Monitoring - This survey is designed to determine if benthic conditions under the influence of the discharge are changing over time.

   The Discharger shall monitor infauna, sediment chemistry and sediment toxicity at 7 receiving water benthic monitoring stations of RWS-001 to RWS-007 in year two of the permit and report changes in the conditions as compared to the historic and the most recent receiving water reports (See Table E-3 and Attachment B-5) in the year three annual report.

   a. Infaunal Community Survey - These stations shall be sampled for benthic infauna[21] during late summer (August/ September). Bottom samples for benthic infaunal analyses shall be taken at each benthic station prior to trawl sampling. The following determinations shall be made at each station, where appropriate;

      i. Identificiation of all organisms to lowest possible taxon (usualy species); and,

      ii. Total biomass of:

         (a) Mollusks;

         (b) Echinoderms;

         (c) Annelids/polychaetes;

         (d) Curstaceans; and,

         (e) All other macroinvertebrates.

[21] These bottom samples shall be taken by means of a 0.1 m^2 (1.1 ft^2) modified Van Veen sediment grab sampler. The entire contents of each sample shall be passed through a 1.0 mm (0.039 in.) mesh screen to retrieve the benthic organisms. These organisms shall be fixed in 10% buffered formalin and transferred to 70% ethanol within two to seven days for storage. All specimens retrieved shall be archived.

iii. Community structure[22] analysis for benthic influana for each station and each replicate. Mean, median, range, standard deviation, and 95% confidence limits, if appropriate, for values determined above. The Discharger may use other statistical tools sufficient to determine temporal and spatial trends in the marine environment.

b. Sediment Chemistry Survey -Testing shall be required for these parameters during late summer (August/ September). Bottom samples for sediment chemistry analyses shall be taken at each benthic station prior to trawl sampling. All benthic sediment samples shall be taken at each station by means of a 0.1 m^2 (1.1 ft^2) modified Van Veen sediment grab sampler. Sub-samples (upper two centimeters) of sediment from each sample shall be collected and analyzed separately for the following parameters at each station:

i. Total organic carbon (TOC) (mg/kg dry wt);

ii. Dissolved sulfides (water soluble) (mg/kg dry wt);

iii. Total Kjeldahl nitrogen (mg/kg dry wt);

iv. Grain size (sufficiently detailed to calculate percent weight in relation to phi size); and,

v. Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives. The data for these parameters shall be expressed in µg/kg dry weight. Additional testing shall be conducted such that a full priority pollutant scans is performed on the sediment samples.

c. Chronic Sediment Toxicity Survey - Sediment toxicity testing shall be conducted in August/September at the two receiving water sediment monitoring stations RWS-003 and RWS-007. Three replicate samples shall be collected for testing at each station. Sub-samples (upper two centimeters) shall be taken from each sediment sample and tested for chronic toxicty. Testing shall be conducted using one of the three amphipod species *Eohaustorius estuarius, Leptocheirus plumulosus, and Rhepoxynius abronius* in accordance with EPA 600/R-94/0925 (USEPA, 1994), *Methods for Assessing the Toxicity of Sediment-associated Contaminants with Estuarine and Marine Amphipods,* and *the Southern California Bight Project sediment toxicity testing guidelines (*Bight '18 Toxicology Committee, 2018). Test results shall be reported in percent survival, assessed for the presence of persistent toxicity, and included in the annual monitoring report. If persistent toxicity is observed at a sediment sampling location, a Phase I Toxicity Identification Evaluation (TIE) shall be conducted as defined in the *Sediment Toxicity Identification (TIE) Phase I, II, and III Guidance Document* (EPA/R-07/080). The Discharger shall submit a Sediment Toxicity TIE Work Plan within 90 days of the effective date of this

[22] Community structure analysis of benthic infauna shall include number of species, number of individuals per species, total numerical abundance, species abundance per grab, species richness, species diversity (e.g., Shannon-Wiener), species evenness and dominance per station and replicate, similarity analyses (e.g., Bray-Curtis, Jaccard or Sorensen), cluster analyses (using unweighted pair-group method) or other appropriate multivariate statistical techniques approved by the Executive Officer of this Regional Water Board and the Infaunal Index.

Order. The work plan shall define persistent toxicity and outline the procedures that will take place if persistent toxicity is observed.

2. Regional Benthic Monitoring - This regional survey is designed to determine the extent, distribution, magnitude and trend of ecological change in soft-bottom benthic habitats within the Southern California Bight and the relationship between biological response and contaminant exposure. The data collected will be used to assess the condition of the sea-floor environment and the health of the biological resources within the Bight.

   A regional survey of sediment chemistry and benthic infauna within the Southern California Bight took place in 2013 (Bight'13). The final survey design was determined cooperatively by the participants represented on the Regional Steering Committee. The Discharger provided support to the Bight'13 benthic surveys in the following ways:

   a. Participation on the Steering Committee
   b. Participation on the relevant Technical Committees (e.g., Information Management, Field Methods and Logistics, Benthos and Chemistry)
   c. Field sampling at sea
   d. Infaunal sample analysis
   e. Sediment chemistry analysis
   f. Data management

   The Discharger's level of participation in previous Bight surveys has been consistent. The same level of participation is expected in Bight'18 and Bight'23 surveys.

C. Fish and Invertebrate Monitoring

1. Local Fish and Macroinvertebrate Survey – This survey is designed to determine how the health of demersal fish and epibenthic invertebrate communities near the discharge point is changing over time. The data collected will be used for regular assessment of temporal trends in community structure and bioaccumulation along an array of sites within the influence of the discharge. Trash and debris data will also be collected to contribute to the Santa Monica Bay Restoration Project's (SMBRP's) Sources and Loadings Program. The Discharger shall monitor fish and macroinvertebrate at three receiving water trawling stations RWT-001, RWT-002 and RWT-003 in year two (See Table E-3). Mussels will be deployed for three months (September to December) at three fixed locations for bioaccumulation (see Attachment B-7) in year four. The monitoring requirements are as follows:

   a. Local Fish and Macroinvertebrate Population Survey

      i. Offshore trawling will occur in year two during August/September for demersal fish and epibenthic macroinvertebrates with trawl locations along sample lines A001 to A005 through E001 to E005 (see Table E-2 and Attachment B-7).

      ii. Trawling methods shall follow the protocols described in the most current edition of the *Field Operations Manual for Marine Water-Column, Benthic, and Trawl Monitoring in Southern California, SCCWRP*.

iii. Fish and macroinvertebrates collected by trawls shall be identified to the lowest taxon possible. At all stations and for each replicate, community structure analysis for fish and macroinvertebrates[23] shall be conducted for each station.

iv. Mean, range, standard deviation, and 95% confidence limits, if appropriate, shall be reported for the values determined in the community structure analysis. The Discharger may use other statistical tools to determine temporal and spatial trends in the fish and macroinvertebrate population in the marine environment.

v. Abnormalities and disease symptoms shall be described and recorded (e.g., fin erosion, external lesions, tumors, ectoparasites, and color anomalies). The frequency of abnormalities and incidence of disease shall be compared between the Zone of Initial Dilution (ZID) boundary and the reference station, and trends in these values shall be measured over time. The results of this comparison shall be included in the monitoring report.

b. Bagged Mussel Tissue

i. Bags of mussels will be deployed on anchored arrays, in replicate, at three locations (SS1, SS2 and SS3) in the vicinity of the outfall for a period of three months, from July to December in year four of the permit. A set of control mussels will be frozen at the beginning of the three month deployment, held for three months and then analyzed along with the field deployed mussels. The field deployed mussels will be retrieved after three months, dissected and analyzed for contaminants.

ii. All mussle tissue samples shall be analyzed for wet weight and percent lipid.

iii. Testing shall include analysis for: Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; and PAH derivatives and all priority pollutants.

iv. The data for these parameters shall be expressed in µg/kg dry weight.

2. Regional Fish and Macroinvertebrate Survey

This regional survey is designed to determine the extent, distribution, magnitude and trend of ecological change in demersal fish and epibenthic invertebrate communities within the Southern California Bight and the relationship between biological response and contaminant exposure. The data collected will be used to assess the condition of the seafloor environment and health of biological resources within the Bight.

[23] Community structure analysis of fish and macroinvertebrates shall include wet weight of fish and macroinvertebrate species (when combined weight of individuals of one species exceeds 0.2 kg), standard length of each individual, number of species, number of individuals per species, total numerical abundance per station, number of individuals in each 1-cm size class for each species of fish, species abundance per trawl and per station, species richness, species diversity (e.g., Shannon-Wiener), species evenness, similarity analyses (e.g., Bray-Curtis, Jaccard or Sorensen), cluster analyses (using unweighted pair-group method) or other appropriate multivariate statistical techniques approved by the Executive Officer of the Regional Water Board..

A regional survey of trawl-caught demersal fish and megabenthic invertebrates within the Southern California Bight took place in 2013 (Bight'13). The final survey design was determined cooperatively by the participants as represented on the Regional Steering Committee. The Discharger provided support to the Bight'13 surveys in the following ways:

a. Participation on the Steering Committee;
b. Participation on the relevant Technical Committees (e.g., Information Management, Field Methods and Logistics, Fish and Invertebrates);
c. Field sampling at sea;
d. Trawl sample analysis; and,
e. Data management

The Discharger's level of participation in previous Bight surveys has been consistent. The same level of participation is expected in the Bight '18 and Bight '23 surveys.

D. Seafood Safety Monitoring

1. Local Seafood Safety Survey

This survey is designed to determine if tissue concentrations of contaminants exceed the Advisory Tissue Concentration (ATC) where seafood consumption advisories exist locally, and tissue contaminant trends relative to the ATC in other species and for other contaminants not currently subject to local consumption advisories. The data collected will be used to provide information necessary for the management of local seafood consumption advisories.

a. One species from each of five groups of fish (rockfish, kelpbass, sandbass, surfperches and croakers) shall be sampled from each of the three zones, no later than year four of the permit. For rockfishes, scorpionfish (Scorpaena guttata) is the preferred species, followed by bocaccio (Sebastes paucispinis) and then by any other abundant and preferably benthic rockfish species. For surfperches, black surfperch (Embiotoca jacksoni) is the preferred species, followed by white surfperch (Phanerodon furcatus) and then by walleye surfperch (Hyperprosopon argenteum). For croakers, white croaker is the preferred species, followed by black croaker, and then by white seabass. If an insufficient number of croakers are collected and a significant effort has been made to collect the appropriate number of croakers, one of the following alternative species may be substituted: ocean whitefish (Caulolatilus princeps), opaleye (Girella nigricans), blacksmith (Chromis punctipinnis), or pacific mackerel (Scomber japonicus).
b. For fish tissue analysis, one composite sample of ten individuals of each target shall be collected within each of the three zones. Sampling should take place in late summer/early fall and should focus upon a consistent size class of fish. All tissue samples shall be analyzed for:

Table E-10. Seafood Safety Monitoring Requirements

Parameter	Units	Sample Type	Minimum Sampling Frequency
% moisture	%	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4
% lipid	%	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4
Arsenic	μg/kg	composite of muscle tissue from 10	No later than year 4

Parameter	Units	Sample Type	Minimum Sampling Frequency
		individuals of each of 5 species	
Mercury	μg/kg	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4
Selenium	μg/kg	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4
DDT	μg/kg	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4
PCB as aroclors	μg/kg	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4
PCB as congeners	μg/kg	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4

2. Regional Seafood Safety Survey

   This regional survey is designed to determine if seafood tissue levels within the Southern California Bight are below levels that ensure public safety. The data collected will be used to assess levels of contaminants in the edible tissue of commercial or recreationally important fish within the Bight relative to Advisory Tissue Concentrations.

   Sampling Design - A regional survey of edible tissue contaminant levels in fish within the Southern California Bight shall be conducted at least once every ten years, encompassing a broader set of sampling sites and target species than those addressed in the local seafood survey. The objective is to determine whether any unexpected increases or decreases in contaminant levels have occurred in non-target species and/or at unsampled sites. The final survey design may be determined cooperatively by participants represented on a Regional Steering Committee or by the State of California's Office of Environmental Health and Hazard Assessment. The Discharger shall provide support to a Regional Seafood Safety Survey by participating in or performing the following the following activities:

   a. Participation on the Steering Committee;
   b. Participation on the relevant Technical Committees (e.g., Information Management, Field Methods and Logistics, Fish and Invertebrates, Chemistry);
   c. Tissue chemical analysis; and,
   d. Data management

   This level of participation in the Bight'08 survey was consistent with that provided by the Discharger to the previous surveys. The next regional survey is expected to occur in 2018 and 2023, and the Discharger's level of participation shall be consistent with that provided in previous surveys.

E. Kelp Bed Monitoring

This regional survey is designed to determine if the extent of kelp beds in the Southern California Bight is changing over time and if some beds are changing at rates different than others. The data collected in this regional survey will be used to assess the status and trends in kelp bed health and spatial extent.

The Discharger shall participate in the Central Region Kelp Survey Consortium (CRKSC) to conduct regional kelp bed monitoring in Southern California coastal waters. The CRKSC design is based upon quarterly measures of kelp canopy extent using aerial imaging. The

Discharger shall participate in the management and technical committee's responsibility for the final survey design and shall provide financial support to help fund the survey based upon the number of participants in the study in an amount not to exceed a maximum of $10,000 per year. The information gained by the City through participation may be used to evaluate whether the discharge impacts kelp beds near the outfall.

IX. OTHER MONITORING REQUIREMENTS

A. Outfall and Diffuser Inspection

This survey is designed to ensure that the outfall structures are in serviceable condition and that they can continue to be operated safely. The data collected will be used for a periodic assessment of the integrity of the outfall pipe and ballasting system.

The ocean outfall (001) shall be inspected externally a minimum of once per year. Inspections shall include general observations and photographic/videographic records of the outfall pipe and adjacent ballast ocean bottom. The pipe shall be visually inspected by a diver, manned submarine, or remotely operated vehicle. A summary report shall be submitted by August 1 of each year for the previous year. This written report, augmented with videographic and/or photographic images, will provide a description of the observed condition of the outfall structure from shallow water to the termini.

B. Biosolids and Sludge Management

The Discharger must comply with all Clean Water Act and regulatory requirements of 40 CFR § 257, 258, 501, and 503, including all applicable monitoring, record keeping, and reporting requirements.

X. REPORTING REQUIREMENTS

A. General Monitoring and Reporting Requirements

1. The Discharger shall comply with all Standard Provisions (Attachment D) related to monitoring, reporting, and recordkeeping.
2. If there is no discharge during any reporting period, the report shall so state.
3. Each monitoring report shall contain a separate section titled “Summary of Non-compliance” which discusses the compliance record and the corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section shall clearly list all non-compliance with discharge requirements as well as all excursions of effluent limitations.
4. The Discharger shall inform the Regional Water Board well in advance of any proposed construction or maintenance activity, or modification to the POTW that could potentially affect compliance with applicable requirements.
5. The date and time of sampling (as appropriate) shall be reported with the analytical values determined.
6. The laboratory conducting analyses shall be certified by the State Water Resources Control Board, Division of Drinking Water, Environmental Laboratory Accreditation Program (ELAP), in accordance with CWC section 13176, or approved by the Regional Water Board Executive Officer, in consultation with the State Water Board’s Quality Assurance Program, and USEPA for that particular parameter and must include quality assurance/quality control (QA/QC) data in their reports. A copy of the laboratory certification shall be provided each time a new/renewal certification is obtained from ELAP and must be submitted with the annual summary report. Each monitoring report must affirm in writing that: “All analyses were conducted at a laboratory certified for such

analyses by the the State Water Resources Control Board, Division of Drinking Water, Environmental Laboratory Accreditation Program (ELAP), or approved by the Regional Water Board Executive Officer (in consultation with the State Water Board's Quality Assurance Program), and in accordance with current USEPA guideline procedures or as specified in this MRP."

7. Non-detect levels reported for the Oxnard Wastewater Treatment Plant effluent are generally higher than effluent limitations or water quality objectives for DDT, chlordane, PCBs and PAHs. Therefore, the Discharger shall strive for lower analytical detection levels than those specified in Appendix II of the 2015 Ocean Plan.

8. Upon request by the Discharger, the Regional Water Board, in consultation with the State Water Board's Quality Assurance Program and/or USEPA, may establish an ML that is not contained in Appendix II of the 2015 Ocean Plan, to be included in the Discharger's NPDES permit, in any of the following situations:

   a. When the pollutant under consideration is not included in Appendix II;

   b. When the Discharger agrees to use a test method that is more sensitive than those specified in 40 CFR § 136 (most recent revision);

   c. When the Discharger agrees to use an ML lower than those listed in Appendix II;

   d. When the Discharger demonstrates that the calibration standard matrix is sufficiently different from that used to establish the ML in Appendix II and proposes an appropriate ML for their matrix; or

   e. When the Discharger uses a method whose quantification practices are not consistent with the definition of an ML. Examples of such methods are the USEPA-approved method 1613 for dioxins and furans, method 1624 for volatile organic substances, and method 1625 for semi-volatile organic substances. In such cases, the Discharger, Regional Water Board, State Water Board and USEPA shall agree on a lowest quantifiable limit, and that limit will substitute for the ML for reporting and compliance determination purposes.

9. Records and reports of marine monitoring surveys conducted to meet receiving water monitoring requirements shall include, at a minimum, the following information:

   a. A description of climatic and receiving water characteristics at the time of sampling (weather observations, unusual or abnormal amounts of floating debris, discoloration, wind speed and direction, swell or wave action, time of sampling or measurements, tidal stage and height, etc.).

   b. The date, exact place and description of sampling stations, including differences unique to each station (e.g., date, time, station location, depth, and sample type).

   c. A list of the individuals participating in field collection of samples or data and description of the sample collection and preservation procedures used in the various surveys.

   d. A description of the specific method used for laboratory analysis, the date(s) the analyses were performed and the individuals participating in these analyses.

   e. An in-depth discussion of the results of the survey. All tabulations and computations shall be explained.

10. The Discharger shall arrange all reported data in a tabular format. The data shall be summarized to clearly illustrate whether the facility is operating in compliance with this Order.

11. The Discharger shall attach a cover letter to the monitoring reports. The information contained in the cover letter shall clearly identify violations of the Order; discuss corrective actions taken or planned; and the proposed time schedule for corrective actions. Identified violations must include a description of the requirement that was violated and a description of the violation.

B. Self-Monitoring Reports (SMRs)

1. The Discharger shall electronically submit SMRs using the State Water Board's California Integrated Water Quality System (CIWQS) Program website (http://www.waterboards.ca.gov/water_issues/programs/ciwqs/). The CIWQS website will provide additional information for SMR submittal in the event there will be a planned service interruption for electronic submittal.
2. The Discharger shall report in the SMR the results for all monitoring specified in this Order. The Discharger shall submit monthly, quarterly, semiannual, and annual SMRs including the results of all required monitoring using USEPA-approved test methods or other test methods specified in this Order. SMRs are to include all new monitoring results obtained since the last SMR was submitted. If the Discharger monitors any pollutant more frequently than required by this Order, the results of this monitoring shall be included in the calculations and reporting of the data submitted in the SMR.
3. Monitoring periods and reporting for all required monitoring shall be completed according to the following schedule, except where specific monitoring periods and reporting dates are required elsewhere in the Order.

Table E-11. Monitoring Periods and Reporting Schedule

Sampling Frequency	Monitoring Period Begins	Monitoring Period	SMR Due Date
Continuous	Permit effective date	All	Submit with monthly SMR
Daily	Permit effective date	(Midnight through 11:59 PM) or any 24-hour period that reasonably represents a calendar day for purposes of sampling.	Submit with monthly SMR
Weekly	Sunday following Permit effective date or on Permit effective date if on a Sunday	Sunday through Saturday	Submit with monthly SMR
Monthly	First day of calendar month following Permit effective date or on Permit effective date if that date is first day of the month	1st day of calendar month through last day of calendar month	Submit with monthly SMR
Quarterly	Closest of January 1, April 1, July 1, or October 1 following (or on) Permit effective date	January 1 to March 31 April 1 to June 30 July 1 to September 30 October 1 to December 31	By the 15th day of the second month after the month of sampling
Semiannually	Closest of January 1 or July 1 following (or on) Permit effective date	January 1 to June 30 July 1 to December 31	May 15 November 15
Annually	January 1 following (or on) Permit effective date	January 1 through December 31	August 15

4. Reporting Protocols. The Discharger shall report with each sample result the applicable reported Minimum Level (reported ML, also known as the Reporting Level, or RL) and the current Method Detection Limit (MDL), as determined by the procedure in 40 CFR §136.

The Discharger shall report the results of analytical determinations for the presence of chemical constituents in a sample using the following reporting protocols:

a. Sample results greater than or equal to the reported ML shall be reported as measured by the laboratory (i.e., the measured chemical concentration in the sample).

b. Sample results less than the reported ML, but greater than or equal to the laboratory's MDL, shall be reported as "Detected, but Not Quantified," or DNQ. The estimated chemical concentration of the sample shall also be reported.

   For the purposes of data collection, the laboratory shall write the estimated chemical concentration next to DNQ. The laboratory may, if such information is available, include numerical estimates of the data quality for the reported result. Numerical estimates of data quality may be percent accuracy (± a percentage of the reported value), numerical ranges (low to high), or any other means considered appropriate by the laboratory.

c. Sample results less than the laboratory's MDL shall be reported as "Not Detected," or ND.

d. Dischargers are to instruct laboratories to establish calibration standards so that the ML value (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. At no time is the Discharger to use analytical data derived from extrapolation beyond the lowest point of the calibration curve.

5. Compliance Determination. Compliance with effluent limitations for reportable pollutants shall be determined using sample reporting protocols defined above and Attachment A of this Order. For purposes of reporting and administrative enforcement by the Regional Water Board and State Water Board, the Discharger shall be deemed out of compliance with effluent limitations if the concentration of the reportable pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reported Minimum Level (ML).

6. Multiple Sample Data. When determining compliance with a measure of central tendency (arithmetic mean, geometric mean, median, etc.) of multiple sample analyses and the data set contains one or more reported determinations of "Detected, but Not Quantified" (DNQ) or "Not Detected" (ND), the Discharger shall compute the median in place of the arithmetic mean in accordance with the following procedure:

   a. The data set shall be ranked from low to high, ranking the reported ND determinations lowest, DNQ determinations next, followed by quantified values (if any). The order of the individual ND or DNQ determinations is unimportant.

   b. The median value of the data set shall be determined. If the data set has an odd number of data points, then the median is the middle value. If the data set has an even number of data points, then the median is the average of the two values around the middle unless one or both of the points are ND or DNQ, in which case the median value shall be the lower of the two data points where DNQ is lower than a value and ND is lower than DNQ.

7. The Discharger shall submit SMRs in accordance with the following requirements:

   The Discharger shall arrange all reported data in a tabular format. The data shall be summarized to clearly illustrate whether the facility is operating in compliance with interim and/or final effluent limitations. The Discharger is not required to duplicate the

submittal of data that is entered in a tabular format within CIWQS. When electronic submittal of data is required and CIWQS does not provide for entry into a tabular format within the system, the Discharger shall electronically submit the data in a tabular format as an attachment.

8. The Discharger shall attach a cover letter to the SMR. The information contained in the cover letter shall clearly identify violations of the waste discharge requirements; discuss corrective actions taken or planned; and the proposed time schedule for corrective actions. Identified violations must include a description of the requirement that was violated and a description of the violation.

C. Discharge Monitoring Reports (DMRs)

DMRs are USEPA reporting requirements. The Discharger shall electronically certify and submit DMRs together with SMRs using Electronic Self-Monitoring Reports module eSMR 2.5 or any upgraded version. Electronic DMR submittal shall be in addition to electronic SMR submittal. Information about electronic DMR submittal is available at the DMR website at: <http://www.waterboards.ca.gov/water_issues/programs/discharge_monitoring>.

D. Other Reports

1. Pretreatment Report

   The Discharger shall submit annual pretreatment reports to the Regional Water Board, with copies to the State Water Board, and USEPA Region 9, describing the Discharger's pretreatment activities over the period. The annual reports shall contain, but not be limited to, the information required in the attached Pretreatment Reporting Requirements (Attachment I), or an approved revised version thereof. If the Discharger is not in compliance with any conditions or requirements of this Order, the Discharger shall include the reasons for noncompliance and shall state how and when the Discharger will comply with such conditions and requirements.

   An Enhanced Source Control study was completed in 2017 and the results will be used to improve the pretreatment program when modifications to the recycled water program include Indirect Potable Reuse (IPR). Resulting modifications to the pretreatment program shall be reported in the annual report.

2. The Discharger shall report the results of any special studies, chronic toxicity testing, TRE/TIE, Pollutant Minimization Program (PMP), and Pollution Prevention Plan required by Special Provisions – section VIII.B. The Discharger shall submit reports in compliance with SMR reporting requirements described in subsection X.B. above.

3. Annual Summary Report

   By August 15 of each year, the Discharger shall submit an annual report containing a discussion of the previous year's influent/effluent results (including the average and peak flow for the year), the date of the outfall inspection, and upgrades to the treatment plant's collection system, the treatment processes, or the outfall system. The Discharger shall submit annual reports to the Regional Water Board in accordance with the requirements described in subsection X.B.7. above.

   Each annual monitoring report shall contain a separate section titled "Reasonable Potential Analysis" which discusses whether or not reasonable potential was triggered for pollutants which do not have a final effluent limitation in the NPDES permit. This section shall contain the following statement: "The analytical results for this sampling period did/ did not trigger reasonable potential." If reasonable potential was triggered, then the following information should also be provided:

a. A list of the pollutant(s) that triggered reasonable potential;

b. The Ocean Plan criteria that was exceeded for each given pollutant;

c. The concentration of the pollutant(s);

d. The test method used to analyze the sample; and,

e. The date and time of sample collection.

The Discharger shall submit to the Regional Water Board, together with the first monitoring report required by this permit, a list of all chemicals and proprietary additives which could affect this waste discharge, including quantities of each. Any subsequent changes in types and/or quantities shall be reported promptly.

4. Receiving Water Monitoring Report

An annual summary of the receiving water monitoring data collected during each sampling year (January-December) shall be prepared and submitted so that it is received by the Regional Water Board by August 15 of the following year. The annual summary shall include data tables and a description of receiving water data.

A detailed Receiving Water Monitoring Biennial Assessment Report of the data collected during the two previous calendar sampling years (January-December) shall be prepared and submitted so that it is received by the Regional Water Board by September of every other year. Any effluent compliance issues during that period shall also be discussed. This report shall include a description of the nearfield zone and an in-depth analysis of the biological and chemical data following the *Model Monitoring Program Guidance Document* (Schiff, K.C., J.S. Brown and S.B. Weisberg, 2001. *Model Monitoring Program for Large Ocean Dischargers in Southern California. SCCWRP* Tech. Rep #357. *Southern California Coastal Water Research Project,* Westminster, CA. 101 pp.). Data shall be tabulated, summarized, graphed where appropriate, analyzed, interpreted, and generally presented in such a way as to facilitate ready understanding of its significance. Spatial and temporal trends shall be examined and compared. The relationship of physical and chemical parameters shall be evaluated. See also Section VIII of this MRP. All receiving water monitoring data shall be submitted in accordance with the California Environmental Data Exchange Network (CEDEN), when the system accepts data such as bioassessment /taxonomic data and continuous data. The Discharger shall submit all receiving water monitoring data in accordance with CEDEN, when feasible. An electronic copy of the receiving water document shall also be submitted to the CIWQS, the state electronic data repository.

The first assessment report shall be due August 15, 2020, and cover the sampling periods of January-December 2018 and January-December 2019. Subsequent reports shall be due August 15, 2022, and August 15, 2024, to cover sampling periods of January 2020-December 2021 and January 2022-December 2023, respectively.

5. Outfall Inspection Report

By August 1 of each year, a summary report of the outfall Inspection findings for the previous calendar year shall be prepared and submitted to the Regional Water Board. This written report, augmented with videographic and/or photographic images, shall provide a description of the observed external condition of the discharge pipes from shallow water to their respective termini.

The first summary report shall be due August 1, 2020, covering the monitoring period from January 2019 – December 2019.

6. Technical Report on Preventive and Contingency Plans

The Regional Water Board requires the Discharger to file with the Regional Water Board, within 90 days after the effective date of this Order, a technical report on its preventive (failsafe) and contingency (cleanup) plans for controlling accidental discharges, and for minimizing the effect of such events. The technical report should:

a. Identify the possible sources of accidental loss, untreated waste bypass, and contaminated drainage. Loading and storage areas, power outage, waste treatment unit outage, and failure of process equipment, tanks, and pipes should be considered.

b. Evaluate the effectiveness of present facilities and procedures and state when they become operational.

c. Describe facilities and procedures needed for effective preventive and contingency plans.

d. Predict the effectiveness of the proposed facilities and procedures and provide an implementation schedule contingent interim and final dates when they will be constructed, implemented, or operational

Trade Services Agreement 32400008 with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for Ocean Monitoring Services

Public Works and Transportation Committee
June 13, 2023

City Council
June 29, 2023

Jan Hauser
Wastewater Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute an agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for an amount not to exceed $1,850,000 for a five year term ending December 31, 2028 for ocean outfall monitoring services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for an amount not to exceed $1,850,000 for a five year term ending December 31, 2028 for ocean outfall monitoring services.

BACKGROUND

- The Oxnard Regional Wastewater System operates under a National Pollution Discharge Elimination System (NPDES) Permit
  - Issued by the California Regional Water Quality Control Board (RWQCB) - Los Angeles Region
  - Identifies ocean monitoring requirements to discharge treated wastewater into the ocean
  - Permit duration is 5 years

BACKGROUND

- The NPDES permit requires the following testing/monitoring
  - Water quality monitoring
  - Ocean acidification testing
  - Benthic sediment monitoring
  - Fish & invertebrate monitoring
  - Kelp bed monitoring
  - Outfall and Diffuser inspection
  - Toxicity testing
  - Seafood safety monitoring
- Annual requirements vary over the duration of the permit

BACKGROUND

CITY OF OXNARD
OXNARD WASTEWATER TREATMENT PLANT

ORDER R4-2018-0140
NPDES CA0054097

ATTACHMENT B-4 OFFSHORE WATER QUALITY MONITORING STATIONS

Water quality monitoring locations off the coast of Oxnard

BACKGROUND

Gathering of oceanic wildlife for testing/ monitoring

DISCUSSION

- February 23, 2023 - Purchasing Department published RFP PW 23-89 for ocean monitoring services
  - Proposals were due March 24, 2023
  - Only one proposal was received from ABC Labs
- Work in this field is highly specialized
- Proposal reviewed by Buyer, Wastewater Division Manager, Operations Manager, Chief Operator, and Management Analyst
- ABC Labs was determined to be qualified
  - History performing requested services - over 30 years for the City
  - Technical Competence

FINANCIAL IMPACT

- Total cost for this Agreement with ABC Labs shall not exceed $1,850,000 over the term of five years

- Funded using budgeted appropriations from the Wastewater Fund (611)

ESTIMATED SPENDING PLAN						
DIVISION	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**TOTAL**
Wastewater	$550,000	$400,000	$280,000	$330,000	$290,000	$1,850,000

Questions?

CITY OF OXNARD CALIFORNIA