



Meeting Date: 10/23/12

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Anthony Emmert, Water Resources Manager *AE* Agenda Item No. I-11

Reviewed By: City Manager *MRB* City Attorney *SMF* Finance *AC* Public Works

DATE: October 10, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works *R.R.*

SUBJECT: Chemical Purchases for Water and Wastewater Treatment Facilities

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Purchase Orders for the Water and Wastewater Treatment Facilities for Fiscal Years 2012-13 and 2013-14 as follows:

1. Purchase Order 4201 with Hill Brothers Chemical for supply and delivery of Aqueous Ammonia to the Water Facilities in the amount of \$140,508.50.
2. Purchase Order 4202 with JCI Jones Chemical, Inc. for supply and delivery of Sodium Hypochlorite and Sodium Bisulfite to the Wastewater Treatment Plant in the amount of \$131,769.00 and Sodium Hypochlorite to the Water Campus and Water Blending Station No. 3 in the amount of \$124,314.03, for a total purchase amount of \$265,083.03.
3. Purchase Order 4203 with Kemira Water Solutions, Inc. for supply and delivery of Ferric Chloride to the Wastewater Treatment Plant in the amount of \$482,790.00.
4. Purchase Order 4204 with King Lee Chemical Company for supply and delivery of Antiscalant to the Water Campus and Water Blending Station No. 3 in the amount not to exceed \$70,290.00.
5. Purchase Order 4205 with PVS Minibulk, Inc. for supply and delivery of Sodium Hydroxide to the Wastewater Treatment Plant in the amount \$18,750.60 and to the Water Campus and Water Blending Station No. 3 in the amount \$175,005.60 for a total purchase amount of \$193,756.20.

DISCUSSION

On August 1, 2012, the City issued a Request for Bids (RFB) for treatment chemicals purchase for the Wastewater Treatment Plant, located at 6001 South Perkins Road, the Advanced Water Purification Facility, located at 5700 South Perkins Road, the Water Campus, located at 251 South Hayes Avenue, and the Water Blending Station No. 3, located at 1700 Solar Drive. The City sent the RFB to eleven (11) known companies who provide these chemicals, and also advertised the RFB on the City's website

Chemical Purchases for Water and Wastewater Treatment Facilities

October 10, 2012

Page 2

and in the local newspapers. The closing date for the RFB was August 23, 2012. Since it was unlikely that any one company would be able to provide all the treatment chemicals needed, the City allowed them to submit bids for the chemicals that they were able to provide. The RFB stated that the City desired to enter into one-year purchase agreements with chemicals vendors, with the option to renew for three (3) additional one-year periods with the vendors, upon agreement of all parties.

Since the Advanced Water Purification Facility is not yet finished and operational, the Public Works Department would like to come back to Council to award the purchases necessary for this facility at a later time.

FINANCIAL IMPACT

It is anticipated that the Purchase Order amounts will be expended over a two year period with approximately half in each year. Funds are available in the Wastewater Treatment Operation Fund, Account Number 621-6201-843-8104 (\$316,654.80) and in the Water Treatment Operation Fund, Account Number 601-6001-843-8109 (\$255,059.70). Anticipated expenditures in Fiscal Year 2012-13 of \$571,713.87 represent 50% of the total of \$1,143,427.73. The remaining funds will be recommended in the annual appropriation for Fiscal Year 2013-14.

Attachment #1 - Purchase Order No. 4201
#2 - Purchase Order No. 4202
#3 - Purchase Order No. 4203
#4 - Purchase Order No. 4204
#5 Purchase Order No. 4205



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

PURCHASE ORDER NO.
004201

DATE: 10/8/2012

VENDOR #: 10573
VENDOR ADDRESS: HILL BROTHERS CHEMICAL CO.
CITY OF INDUSTRY DIVISION
1675 NORTH MAIN STREET
ORANGE, CA 92867
SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/16/2013		000000885	10/05/2012		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160018438109 -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	140,508.50	AQUEOUS AMMONIA-19% / DL	1.0000	140,508.50
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RFB PW-13-1 AQUEOUS AMMONIA-19% FOR THE WATER DIV.
\$4.33 PER GALLON, ESTIMATE-29,500 GALLONS ANNUALLY
FOR AN AMOUNT NOT TO EXCEED \$127,735 FOR THE FIRST
ANNUAL PERIOD. TAXES, FUEL CHARGES AND MILL TAX
EXTRA. 10% HAS BEEN ADDED TO ACCOUNT FOR THESE
CHARGES. OPTION FOR THREE ADDITIONAL ONE-YEAR
EXTENSIONS.
SEE ATTACHED SPECIAL PROVISIONS AND BY ACCEPTANCE
OF THIS PURCHASE ORDER YOU ACCEPT THE TERMS AND
CONDITIONS OF THE CITY OF OXNARD.

APPROVED AS TO CONTENT:

Karen R. Burnham
Karen R. Burnham,
Interim City Manager

TOTAL PURCHASE AMOUNT	\$140,508.50
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Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE _____
Dr. Thomas E. Holden
Mayor

ATTEST:

Daniel Martinez
City Clerk

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

**SPECIAL PROVISIONS
CHEMICAL SUPPLY & DELIVERY**

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1. Delivery:

- a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
- b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
- c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
- d. **Posted Speed Limits:** Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
- e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
- f. **Unloading:** Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
- g. **Chemical Responsibility:** City of Oxnard shall be the delivery terminus. Chemicals shall be the full responsibility of vendor until delivered to City terminus. Vendor shall be responsible for any loss of product prior to delivery to City, including any environmental cleanup resulting from loss.
- h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. If any product has been spilled, then the tank trailer will need to be weighed on a certified truck scale at the nearest weigh scale available. Copies of weigh master's certificates shall be provided with delivery.
- i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- j. **Deliver To:** City of Oxnard Wastewater Treatment Plant, 6001 South Perkins Road, Oxnard, CA, Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard CA, City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA, or to City of Oxnard Blending Station No. 3, 1700 Solar Drive, Oxnard, CA as required.

2. **Quantity:**

Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed.

3. **Invoice:**

A separate invoice shall be provided for each delivery during contract period.

4. **Specification:**

Supplier shall bring apparent error or omissions to City's attention.

Insurance Exhibit I
Living Wage Policy
Current City of Oxnard Business Tax Certificate



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

**PURCHASE
 ORDER NO.
 004202**

DATE: 10/8/2012

VENDOR #: 2645
VENDOR ADDRESS: JCI JONES CHEMICALS INC
 1819 MAIN ST., SUITE 1100
 SARASOTA, FL 34236

SHIP TO: VARIOUS LOCATIONS
 VARIOUS LOCATIONS
 SEE DESCRIPTION
 OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/16/2013		0000000887	10/05/2012	C.A. EVANES	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	131,769.00 / DL	SODIUM BISULFITE, SODIUM HYPOCHLORITE FOR THE WWTP	1.0000	131,769.00
2	124,314.03 / DL	SODIUM HYPOCHLORITE FOR THE WATER DIVISION	1.0000	124,314.03

RFB PW-13-1 SODIUM BISULFITE-25% FOR THE WWTP
 \$.8952 PER GAL, ESTIMATE-35,000 GALLONS ANNUALLY
 SODIUM HYPOCHLORITE-12.5% FOR THE WWTP
 \$.5769 PER GAL, ESTIMATE-230,000 GALLONS ANNUALLY
 SODIUM HYPOCHLORITE-12.5% FOR THE WATER DIVISION
 \$.7081 PER GAL, ESTIMATE-159,600 GALLONS ANNUALLY
 TOTAL NOT TO EXCEED \$277,031.76 FOR THE FIRST
 ANNUAL PERIOD. TAXES, FUEL CHARGES AND MILL TAX
 EXTRA. 10% HAS BEEN ADDED TO ACCOUNT FOR THESE
 CHARGES. OPTION FOR THREE ADDITIONAL ONE-YEAR
 EXTENSIONS.
 SEE ATTACHED SPECIAL PROVISIONS AND BY ACPTANCE
 OF THIS PURCHASE ORDER YOU ACCEPT THE TERMS AND
 CONDITIONS OF THE CITY OF OXNARD.



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

PURCHASE ORDER NO.
004202

DATE: 10/8/2012

VENDOR #: 2645
VENDOR ADDRESS: JCI JONES CHEMICALS INC
 1819 MAIN ST., SUITE 1100
 SARASOTA, FL 34236

SHIP TO: VARIOUS LOCATIONS
 VARIOUS LOCATIONS
 SEE DESCRIPTION
 OXNARD, CA 93030

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		Multiple Accounts -		BRUCE E. DANDY	
ITEM #	QUANTITY / UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT **\$256,083.03**

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE _____
 Dr. Thomas E. Holden
 Mayor

ATTEST: _____ **APPROVED AS TO CONTENT:** _____

_____ Daniel Martinez
 City Clerk

Karen R. Burnham
 Karen R. Burnham
 Interim City Manager



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

PURCHASE ORDER NO. 004202
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DATE: 10/8/2012

VENDOR #: 2645
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 1819 MAIN ST., SUITE 1100
 SARASOTA, FL 34236

SHIP TO: VARIOUS LOCATIONS
 VARIOUS LOCATIONS
 SEE DESCRIPTION
 OXNARD, CA 93030

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FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
62162028438104		131,769.00
60160018438109		124,314.03

PURCHASE ORDERS
TERMS AND CONDITIONS

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4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
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ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

**SPECIAL PROVISIONS
CHEMICAL SUPPLY & DELIVERY**

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1. Delivery:

- a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
- b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
- c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
- d. **Posted Speed Limits:** Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
- e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
- f. **Unloading:** Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
- g. **Chemical Responsibility:** City of Oxnard shall be the delivery terminus. Chemicals shall be the full responsibility of vendor until delivered to City terminus. Vendor shall be responsible for any loss of product prior to delivery to City, including any environmental cleanup resulting from loss.
- h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. If any product has been spilled, then the tank trailer will need to be weighed on a certified truck scale at the nearest weigh scale available. Copies of weigh master's certificates shall be provided with delivery.
- i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- j. **Deliver To:** City of Oxnard Wastewater Treatment Plant, 6001 South Perkins Road, Oxnard, CA, Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard CA, City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA, or to City of Oxnard Blending Station No. 3, 1700 Solar Drive, Oxnard, CA as required.

2. **Quantity:**

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3. **Invoice:**

A separate invoice shall be provided for each delivery during contract period.

4. **Specification:**

Supplier shall bring apparent error or omissions to City's attention.

Insurance Exhibit I
Living Wage Policy
Current City of Oxnard Business Tax Certificate



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

PURCHASE ORDER NO.
004203

DATE: 10/8/2012

VENDOR #: 14565
VENDOR ADDRESS: KEMIRA WATER SOLUTIONS, INC. **SHIP TO:** WASTEWATER TREATMENT PLT
 DEPT. AT952343 6001 S. PERKINS ROAD
 ATLANTA, GA 31192-2343 OXNARD, CA 93033

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/16/2013		0000000888	10/05/2012		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		62162028438104 -		BRUCE E. DANDY	
ITEM #	QUANTITY/UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	482,790.00	FERRIC CHLORIDE-40% / DL	1.0000	482,790.00
---	------------	-----------------------------	--------	------------

RFB PW-13-1 FERRIC CHLORIDE-40% FOR THE WWTP \$1.33 PER GAL, ESTIMATE-330,000 GALLONS ANNUALLY TOTAL NOT TO EXCEED \$438,900 FOR THE FIRST ANNUAL PERIOD. TAXES, FUEL CHARGES AND MILL TAX EXTRA. 10% HAS BEEN ADDED TO ACCOUNT FOR THESE CHARGES. OPTION FOR THREE ADDITIONAL ONE-YEAR EXTENSIONS. SEE ATTACHED SPECIAL PROVISIONS AND BY ACCEPTANCE OF THIS PURCHASE ORDER YOU ACCEPT THE TERMS AND CONDITIONS OF THE CITY OF OXNARD.

APPROVED AS TO CONTENT:

Karen R. Burnham
 Karen R. Burnham
 Interim City Manager

TOTAL PURCHASE AMOUNT	\$482,790.00
------------------------------	---------------------

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE _____
 Dr. Thomas E. Holden
 Mayor

ATTEST:

 Daniel Martinez
 City Clerk

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

**SPECIAL PROVISIONS
CHEMICAL SUPPLY & DELIVERY**

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1. Delivery:

- a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
- b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
- c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
- d. **Posted Speed Limits:** Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
- e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
- f. **Unloading:** Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
- g. **Chemical Responsibility:** City of Oxnard shall be the delivery terminus. Chemicals shall be the full responsibility of vendor until delivered to City terminus. Vendor shall be responsible for any loss of product prior to delivery to City, including any environmental cleanup resulting from loss.
- h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. If any product has been spilled, then the tank trailer will need to be weighed on a certified truck scale at the nearest weigh scale available. Copies of weigh master's certificates shall be provided with delivery.
- i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- j. **Deliver To:** City of Oxnard Wastewater Treatment Plant, 6001 South Perkins Road, Oxnard, CA, Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard CA, City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA, or to City of Oxnard Blending Station No. 3, 1700 Solar Drive, Oxnard, CA as required.

2. **Quantity:**

Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed.

3. **Invoice:**

A separate invoice shall be provided for each delivery during contract period.

4. **Specification:**

Supplier shall bring apparent error or omissions to City's attention.

Insurance Exhibit I
Living Wage Policy
Current City of Oxnard Business Tax Certificate



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

**PURCHASE
 ORDER NO.
 004204**

DATE: 10/8/2012

VENDOR #: 10974
VENDOR ADDRESS: KING LEE CHEMICAL COMPANY
 P.O BOX 146
 DEL MAR, CA 92014
SHIP TO: WATER DIVISION
 251 S. HAYES AVENUE
 OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/16/2013		0000000890	10/08/2012		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160018438109 -		BRUCE E. DANDY	
ITEM #	QUANTITY / UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1 70,290.00 / ANTISCALANT-19% TO THE WATER DIVISION 1.0000 70,290.00
 DL

RFB PW-13-1 ANTISCALANT-19% FOR THE WATER DIVISION \$6.39 PER GALLON, ESTIMATE-10,000 GAL ANNUALLY FOR AN AMOUNT NOT TO EXCEED \$63,900 FOR THE FIRST ANNUAL PERIOD. TAXES, FUEL CHARGES AND MILL TAX EXTRA. 10% HAS BEEN ADDED TO THE ACCOUNT FOR THESE CHARGES. OPTION FOR THREE ADDITIONAL ONE-YEAR EXTENSIONS.
 SEE ATTACHED ANTISCALANT SPECIFICATIONS AND SPECIAL PROVISIONS. BY ACCEPTANCE OF THIS PURCHASE ORDER YOU ACCEPT THE TERMS AND CONDITIONS OF THE CITY OF OXNARD.

APPROVED AS TO CONTENT:

Karen R. Burnham
 Karen R. Burnham
 Interim City Manager

TOTAL PURCHASE AMOUNT \$70,290.00

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE

 Dr. Thomas E. Holden
 Mayor

ATTEST:

 Daniel Martinez
 City Clerk

PURCHASE ORDERS
TERMS AND CONDITIONS

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Insurance Exhibit I
Living Wage Policy
Current City of Oxnard Business Tax Certificate

Antiscalant Specifications

Water Campus located at 251 South Hayes Avenue and Blending Station No. 3, located at 1700 Solar Drive, Oxnard, California 93030

The antiscalant must be effective and specially formulated for feed water with the highest levels of metal oxides, silica and scale-forming minerals. The antiscalant must be effective over a wide range of concentrations, and will not flocculate dissolved polymers such as residual coagulants or iron or aluminum-rich silica. The antiscalant must inhibit the polymerizations of reactive silica, and disperses colloidal (non-reactive) silica.

The antiscalant must be highly effective in retarding polymerizations and precipitation of silica. The antiscalant must control inorganic scales over a large concentration range. The antiscalant must be certified under ANSI/NSF Standard 60 for drinking water production. The antiscalant must be compatible with all major manufacturers of RO, NF, and UF membranes. The antiscalant must not flocculate dissolved iron/aluminum oxide/silicate complexes.

The antiscalant must be effective diluted or undiluted and effective in feed waters with a pH range of 5.0 - 10.0. The antiscalant must be particularly efficacious for controlling coagulation of colloidal silica by aluminum, iron, and heavy metal salts. The antiscalant must be fully compatible with feed water constituents such as iron, aluminum, and manganese, and these feed water constituents, if present, will not cause the precipitation of the antiscalant.

The antiscalant shall fully inhibit the precipitation of any sparingly soluble salts and deposition of colloidal material in accordance with the RO feed water constituents and the full range of feed water operating temperatures.

The antiscalant solution shall retain full inhibition and dispersant properties for a period of (1) year from the date of delivery to the City's RO facility. The antiscalant solution shall not contain any dendrimer material and not support biological growth in the solution

Training

Vendor will provide an experienced field engineer to conduct on-site customized training on a quarterly and as needed basis at no charge to the City of Oxnard. The Treatment will encompass all facets of the reverse osmosis system from pretreatment to discharge of the reverse osmosis system concentrated water.

Monitoring

Vendor will monitor and normalize system operating data, and provide the City of Oxnard with a monthly reverse osmosis system status report based on a thorough review of system operating data. Vendor will review the reverse osmosis feed water on a quarterly basis.

Guarantee / Warranty

Vendor shall guarantee and supply warranty that the use of their product will prevent membrane scaling due to dissolved salts so long as the product is applied at the recommended dose with a system recovery of 80%. Should membrane fouling occur due to dissolved mineral salts when recommendations have been followed, vendor shall provide reverse osmosis membrane cleaners and cleaning supervision at no cost to the City of Oxnard.

When the antiscalant is used in accordance with the Supplier's recommendations, including dose and operation of the reverse osmosis system WITH OUT ACIDIFICATION it shall not cause the membrane manufacturer's warranty provisions to be void. Should use of the antiscalant in accordance with the specified recommendations result in deterioration of the membrane element's performance, the antiscalant Supplier shall clean the membrane elements in a timely manner (not to exceed 30-days, upon confirmation that the deterioration was caused by the antiscalant), If these cleaning efforts do not restore membrane performance, the Supplier will replace the affected membrane elements at not cost to the City of Oxnard in a time not to exceed 30-days.

The Supplier must guarantee the minimum purity of the antiscalant. Further, the Supplier shall provide certificates of analysis, verifying the purity of the product, upon each delivery of product to the City's RO facility. At any time, the City may request certificates of analysis, whereby the Supplier shall promptly provide such information within 7 – business days.

Annual Autopsy

Vendor shall provide one reverse osmosis membrane autopsy annually if requested at no cost to the City of Oxnard

Experience and References Required

The Supplier must provide evidence of the successful use of the proposed antiscalant at a minimum of three California, Arizona, Nevada, or New Mexico municipalities with a 7.5 mgd minimum permeate capacity. A qualified reference must demonstrate a continuous successful operation using the supplier's antiscalant and feed water chemistry similar to that of the City of Oxnard facility for a period of four years minimum.

Advanced Water Purification Facility, located at 5700 South Perkins Road, Oxnard, CA 93033.

Product must meet all specifications as listed for the Water Campus and Blending Station No. 3

In addition, Product must meet ANSI/NSF Standard 60 for production of drinking water with RO. Antiscalant shall control all scale, reactive silica, iron, and aluminum without acidification. Antiscalant shall contain no polymers or other components that may deposit on the membrane surface. Recovery range is 75% to 85%. Delivery by mini-bulk tank.



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

PURCHASE ORDER NO. 004205
--

DATE: 10/8/2012

VENDOR #: 18267
VENDOR ADDRESS: PVS MINIBULK, INC.
 10900 HARPER AVENUE
 DETROIT, MI 48213

SHIP TO: WASTEWATER TREATMENT PLT
 6001 S. PERKINS ROAD
 OXNARD, CA 93033

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/16/2013		0000000889	10/05/2012		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	18,750.60 / DL	SODIUM HYDROXIDE-25% FOR THE WWTP		1.0000	18,750.60
2	175,005.60 / DL	SODIUM HYDROXIDE-25% FOR THE WATER DIVISION		1.0000	175,005.60

RFB PW-13-1 SODIUM HYDROXIDE-25% \$.9470
 FOR THE WWTP, ESTIMATED-18,000 GALLONS ANNUALLY
 FOR THE WATER DIVISION, ESTIMATED-168,000 GALLONS
 ANNUALLY. TOTAL NOT TO EXCEED \$176.142 FOR THE
 FIRST ANNUAL PERIOD. TAXES, FUEL CHARGES, AND
 MILL TAX EXTRA. 10% HAS BEEN ADDED TO ACCOUNT
 FOR THESE CHARGES. OPTION FOR THREE ADDITIONAL
 ONE-YEAR EXTENSIONS.

SEE ATTACHED SPECIAL PROVISIONS AND BY ACCEPTANCE
 OF THIS PURCHASE ORDER YOR ACCEPT THE TERMS AND
 CONDITIONS OF THE CITY OF OXNARD.

TOTAL PURCHASE AMOUNT	\$193,756.20
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PURCHASE ORDER
 CITY OF OXNARD
 300 WEST 3RD STREET
 OXNARD, CA 93030

PURCHASE ORDER NO. 004205
--

DATE: 10/8/2012

VENDOR #: 18267
VENDOR ADDRESS: PVS MINIBULK, INC.
 10900 HARPER AVENUE
 DETROIT, MI 48213

SHIP TO: WASTEWATER TREATMENT PLT
 6001 S. PERKINS ROAD
 OXNARD, CA 93033

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ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE _____
 Dr. Thomas E. Holden
 Mayor

ATTEST:

 Daniel Martinez
 City Clerk

APPROVED AS TO CONTENT:
Karen R. Burnham
 Karen R. Burnham
 Interim City Manager



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

PURCHASE ORDER NO. 004205
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DATE: 10/8/2012

VENDOR #: 18267
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FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
62162028438104		18,750.60
60160018438109		175,005.60

PURCHASE ORDERS
TERMS AND CONDITIONS

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 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

**SPECIAL PROVISIONS
CHEMICAL SUPPLY & DELIVERY**

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1. Delivery:

- a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
- b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
- c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
- d. **Posted Speed Limits:** Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
- e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
- f. **Unloading:** Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
- g. **Chemical Responsibility:** City of Oxnard shall be the delivery terminus. Chemicals shall be the full responsibility of vendor until delivered to City terminus. Vendor shall be responsible for any loss of product prior to delivery to City, including any environmental cleanup resulting from loss.
- h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. If any product has been spilled, then the tank trailer will need to be weighed on a certified truck scale at the nearest weigh scale available. Copies of weigh master's certificates shall be provided with delivery.
- i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- j. **Deliver To:** City of Oxnard Wastewater Treatment Plant, 6001 South Perkins Road, Oxnard, CA, Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard CA, City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA, or to City of Oxnard Blending Station No. 3, 1700 Solar Drive, Oxnard, CA as required.

2. Quantity:

Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed.

3. Invoice:

A separate invoice shall be provided for each delivery during contract period.

4. Specification:

Supplier shall bring apparent error or omissions to City's attention.

Insurance Exhibit I
Living Wage Policy
Current City of Oxnard Business Tax Certificate

