DATE: October 8, 2014

TO: City Council

FROM: Daniel Rydberg, Interim Utilities Director

Utilities Department

SUBJECT: Professional Services Agreement with Carollo Engineers, Inc. to provide Local Limits Evaluation for Wastewater Pretreatment Reporting Requirements under the National Pollutant Discharge Elimination System (NPDES) (Agreement No. A-7114)

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an agreement with Carollo Engineers, Inc., in the amount of $475,103 to provide a Local Limits Evaluation for Wastewater Pretreatment Reporting Requirements under the NPDES (Agreement Number A-7114).

2. Approve the appropriation of funds in the amount of $475,103 from the Wastewater Treatment Operating Fund Balance to provide funding for Agreement No. A-7114 with Carollo Engineers.

DISCUSSION

The City of Oxnard’s Wastewater Treatment Plant NPDES Permit requires the City to have a federally approved pretreatment program. The goal of the pretreatment program is to protect the City’s wastewater collection system, the wastewater treatment plant and the receiving waters from the pass through or interference associated with pollutant discharges. In June 2013, the City of Oxnard received its reissued NPDES permit CA0054097, adopted by the Regional Water Quality Control Board (Regional Board) on June 6, 2013, via Board Order No. R4-2013-0094.

The Federal Environmental Protection Agency (EPA) regulations require that Publicly Owned Treatment Works (POTWs) with approved programs must “provide a written technical evaluation of the need to revise local limits under 40 CFR 403.5(c)(1), following permit issuance or reissuance” [40 CFR-122.44(j)(2)(ii)]. The last local limits evaluation was conducted in October 1999, establishing the City’s current technically based local discharge limits as Oxnard City Council Resolution No. 11,671.

Additionally, the City is interested in establishing an appropriate limit for Total Dissolved Solids (TDS) as it pertains to the planned operation of the Advanced Water Purification Facility (AWPF). Its reverse...
osmosis membranes were designed for an average influent TDS of 1,750 mg/L, and a range of 1,590 – 1,850 mg/L.

On February 10, 2014, the Water Resources Division – Wastewater Section issued a Request for Proposal (RFP) for qualified firms to perform a local limits evaluation and provide a written technical evaluation report in conformance with the City’s NPDES permit’s Pretreatment Reporting Requirements. The RFP was sent to eleven firms, advertised on the City’s Website, and in the local newspaper. Three consulting firms submitted proposals. The selection panel reviewed and ranked the proposals according to the statements of qualifications. Selection criteria included the Scope of Work, Staffing Plan, Experience and Past Performance, Local Understanding and Experience and Schedule. Of the three firms, Carollo Engineers, Inc. was selected as the most qualified to perform the work. The total cost of these services is $475,103.

Local limits are intended to protect the POTW from adverse impacts of conservative, nonconservative, and organic toxic pollutant discharges from industrial (nondomestic) users (IU). Local limits are developed to achieve the following fundamental objectives:

- Prevent the introduction of pollutants into the POTW that could interfere with its operations, such as activated sludge and anaerobic digestion.
- Prevent pass-through of pollutants in concentrations that could violate applicable water quality standards or the POTW’s NPDES effluent limits. Consideration is given to existing and future limits.
- Prevent excessive build-up of pollutants in the POTW sludge that could limit sludge uses or disposal alternatives.
- Protect worker safety in the collection, treatment, and disposal systems.

The process of calculating technically based local limits is very involved and requires an extensive evaluation of such elements as the City’s NPDES permit, receiving water limitations, the industrial, commercial and domestic wastewater contributions to the treatment plant as well as treatment plant removal efficiencies and instances of inhibition or pass through. The tasks defined in the scope of services for Agreement No. A-7714 with Carollo Engineers includes:

- Task 1 - the development of a sampling plan and testing plan
- Task 2 - the coordination and conduction of field work required to implement the sampling plan and the completion a Local Limits Data Report
- Task 3 – the development of local limits and completion of a Local Limits Evaluation Report including the limit for TDS.
- Task 4 – periodic status reports, facilitation of two workshops with dischargers, presentation of local limit study results to the City Council and to the Regional Board.
- Task 5 – the evaluation and potential impacts the local limits will have on the City’s current industries
- Task 6 – comparison of alternative calculations or site specific limits for constituents that are identified in Task 5 as restrictive to some industries.
Staff and Carollo Engineers will return to City Council to present the Local Limits Evaluation Report and to amend Resolution No. 11,671 adopting the updated local discharge limits into the City’s wastewater system. The Local Limits Evaluation Report will be presented to the industrial community and representatives from the local chambers of commerce.

FINANCIAL IMPACT

The attached Special Budget Appropriation allocates $475,103 from the Wastewater Treatment Operating Fund Balance to provide funding for Agreement No. A-7714 with Carollo Engineers, Inc.

Attachment #1 - Agreement No. A-7714  
Attachment #2 - Special Budget Appropriation
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of October, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Carollo Engineers, Incorporated ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or land surveying services; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant’s own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.
6. **Place of Work**

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

7. **Correction of Errors**

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant’s services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. **Time for Performance**

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. **Principal in Charge**

Consultant hereby designates Penny Carlo as its principal-in-charge and person responsible for necessary coordination with Manager.

10. **Permits, Licenses, Certificates**

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

11. **City’s Responsibility**

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

12. **Term of Agreement**

This Agreement shall begin on October 21, 2014 and expire on October 21, 2015.

13. **Termination**

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager’s desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City’s behalf, whether for the employment of third parties or otherwise.
b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant’s desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

   a. City agrees to pay Consultant in an amount not to exceed $475,103 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

   b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant’s services.

   c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

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

   e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 Consultant’s services beyond the current fiscal year, this Agreement shall cover payment for Consultant’s services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

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

21. **Indemnity**

Consultant 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 out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant’s behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

22. **Insurance**

   a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

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

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

23. **Independent Contractor**

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

   b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant’s employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
c. Consultant acknowledges that Consultant and Consultant’s employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers’ compensation insurance benefits.

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, section 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.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

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

36. **Counterparts**

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. **Arbitration**

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

38. **Expenses of Enforcement**

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

39. **Authority to Execute**

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

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

40. **Notices**

a. Any notices to Consultant may be delivered personally or by mail addressed to 199 South Los Robles, Suite 530, Pasadena, California 91101 Attention: Penny Carlo, Project Manager.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Wastewater Division, 6001 Perkins Road, Oxnard, California 93030, Attention: Jeremy Grant, Project Manager.
41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

CONSULTANT

H. Stephen McDonald, P.E.
Senior Vice President

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Daniel Rydberg
Utilities and Engineering Manager
Exhibit A
Scope of Services

Consultant shall conduct a local limits evaluation and provide a written technical evaluation report. The report shall include all of the documentation used to evaluate and select technically based local limits for industrial discharges into the Oxnard Wastewater Treatment Plant (OWTP) and its associated wastewater collection system. The local limits must be technically defensible and must be designed to help achieve the following fundamental objectives:

- Prevent the introduction of pollutants into the OWTP that could interfere with its operations, such as activated sludge, anaerobic digestion, or advanced treatment for recycled water.
- Prevent pass-through of pollutants in concentrations that could violate applicable water quality standards or the OWTP's National Pollutant Discharge Elimination System (NPDES) effluent limits. Consideration should be given to existing and anticipated future limits.
- Prevent excessive build-up of pollutants in the OWTP biosolids that could limit biosolids uses or disposal alternatives.
- Protect worker safety in the collection, treatment, and disposal systems.

Consultant shall conduct all of the following activities in accordance with the Environmental Protection Agency (EPA) Local Limits Development Guidance (EPA 833-R-04-002A July 2004) and the Oxnard Wastewater Treatment Plant’s NPDES Permit No. CA0054097.

TASK 0 PROJECT MANAGEMENT $28,898

Provide oversight and management of the Local Limits Evaluation and all deliverables. Provide monthly status reports to the City on project budget and status. Coordinate and participate in meetings, phone calls and emails. All deliverables shall be presented in draft form to the City, and receive approval, prior to the Final Report and supporting documents. Manage the subconsultants and their scopes, schedules, and budgets.

This task includes budget for a kickoff meeting with OWTP pretreatment staff. The purpose of the meeting will be to review OWTP’s goals and objectives, review project tasks and schedule, regulatory requirements and constraints, and local issues/concerns. The meeting will include a review of the OWTP’s current processes and programs, projects anticipated in the Public Works Master Plan, the Advanced Water Purification Facility (AWTF), the Groundwater Recovery Enhancement and Treatment (GREAT) projects, and the recycled water program. Information on the industrial sector, the current collection system, and wastewater variability within the service area, particularly with respect to salinity sources will be discussed. The discussions will help frame the approach and priorities for the local limits evaluation and the Total Dissolved Solids (TDS) reduction goals.
Consultant shall review NPDES Permit No. CA0054097, existing analytical data, applicable regulations and guidelines for the development of local limits. Consultant shall prepare a report concerning the following items:

**Task 1.1 Identify Pollutants of Concern, Data Gaps, and Format Data for Analysis**

Review the NPDES Permit, anticipated future regulations regarding effluent, biosolids, air, and water reuse to identify the pollutants of concern that will be addressed in this local limits evaluation.

Identify missing or deficient wastewater and sludge sampling and analytical data necessary for the local limits evaluation. (For example, there are no recent data for the residential sectors.) Review groundwater monitoring data that may provide indications of groundwater infiltration as a source of salinity.

**Task 1.2 Data Needs**

Recommend whether additional pollutant data or physical facility information is necessary to conduct the local limits evaluation.

**Task 1.3 Develop Sampling and Testing Plan**

Develop a Sampling and Testing Plan (STP) and procedures necessary to collect missing or deficient data. The City will approve the STP prior to Consultant proceeding.

Select up to four (4) sewer sampling sites within the City’s service area that are primarily residential in nature, through collaboration with OWTP staff. Consider socioeconomic levels, older vs. newer areas, low vs. high groundwater table, etc.

Also consider selective sites for industrial/commercial business sampling and testing. Consultant shall review potential site locations with City staff and select sites that have adequate features for reliable auto-sampler operation, no history of obstructions or problematic flows, easy access, and safety of the field crew.

Identify sites and sampling methods for flow streams within the OWTP (influent, secondary effluent, final effluent, digester influent flow streams, dewatered biosolids).

Develop schedule and logistics for conducting the sampling plan. Consider the need for day of the week, versus weekend sampling (to capture industrial activity). Assume residential sewer sampling and OWTP in-plant sampling occur during different weeks.

Develop a chain of custody assignment for tracking the collection and delivery of the samples to the testing laboratory.

Develop a draft STP, and submit to the City for comment. Incorporate comments, and deliver a Final STP.

**Deliverables:**

- Draft Sampling and Testing Plan
- Final Sample and Testing Plan
TASK 2  SAMPLING PROGRAM IMPLEMENTATION AND DATA REPORT

Consultant shall provide a full-service sampling program. Coordinate and conduct all field work required to implement the sampling plan developed in Task 1. This task includes budget for all laboratory analyses by a contract laboratory established in the Sampling Plan. The contract laboratory shall be certified by the State of California for the analysis of water and wastewater samples. Samples will be collected at the OWTP and at residential sewer sites within the service area for seven (7) consecutive days. The OWTP in-plant sampling and the residential sampling will occur during different weeks.

2.1 Coordination and Chain of Custody

Coordinate with OWTP staff prior to implementing residential and in-plant sampling. Coordinate with the contract laboratory for sample analysis, preparation of sample bottles, ice chests, development of chain of custody forms, and establish schedule and logistics for sample handling and delivery. Samples will be delivered to the laboratory once per day. Coordinate with the field crew prior to beginning the sampling program.

2.2 Implementation

2.2.1 Install area velocity flow meters in the four residential sewers and the three influent trunk lines entering the OWTP upstream of recycled flows, for the collection of flow data for fourteen (14) consecutive days. The flow trends will be used to program the auto-samplers for 24-hour flow-proportioned sample collection and also to correlate diurnal salinity trends, in conjunction with Task 2.2.2.

2.2.2 Install continuous electrical conductivity (EC) meters in each of the four residential sewer locations and at the three trunk lines entering the OWTP upstream of recycle flows. The EC concentration trends will be used in the consideration of the TDS local limit. EC meters will be installed concurrent with the flow meters for collection of continuous EC concentration data for fourteen (14) days.

2.2.3 Install auto-samplers at the four residential sewer sites for collection of samples for seven (7) consecutive days (or fewer for some constituents). Consultant shall collect 24-hour flow-proportioned composite samples as well as grab samples for constituents as mandated by the EPA (oil and grease, volatile organic compounds, cyanide, etc.). Grabs will be collected four (4) times per day, according to EPA protocol.

2.2.4 Collect samples at the OWTP for seven (7) days (or fewer for some constituents). For the influent, samples will be collected at three trunk lines upstream of the headworks and manually composited. Consultant shall provide the auto-samplers for the three trunks. Collect samples of secondary effluent and final effluent, using OWTP auto-samplers (24-hour flow-proportioned samplers). Grabs will be taken for the digester influent samples and dewatered biosolids.
2.3 Data Reduction

Compile laboratory results and data reduction into spreadsheet tables for the local limits analysis. Upload flow metering and continuous EC concentrations into Excel spreadsheets for determinations of diurnal EC loadings.

2.4 Sampling Program Report

Develop a draft report summarizing and documenting the sampling program field work, and tabulated laboratory results, and submit to the City for review. Incorporate review comments, and submit a Final Local Limits Data Report. Include the Final Local Limits Data Report as an Appendix to the Final Local Limits Evaluation Report.

Deliverables:
- Draft Local Limits Data Report
- Final Local Limits Data Report

TASK 3 DEVELOPMENT OF LOCAL LIMITS $64,273

Task 3.1 Local Limits Calculations

Consultant shall use the results of the Sampling Program (Task 2), other relevant data and information provided by the City, including, but not limited to NPDES limits, professional judgment, EPA guidance, Regional Water Quality Control Board (RWQCB) guidance, to develop limits for the pollutants with effluent limitations in the City’s NPDES permit and those pollutants that may be in future permits.

Consultant shall also evaluate salinity constituents as they pertain to the planned operation of the Advanced Water Purification Facility (AWPF). In addition to total dissolved solids (TDS), constituents may include sulfate, calcium, barium, strontium, fluoride, and phosphate. Develop a TDS limit that considers the various sources (infiltration and inflow, residential and industrial contributions) and diurnal fluctuations.

Task 3.2 Local Limits Evaluation Report

Prepare a draft Local Limits Evaluation Report, including all calculations and a written explanation that justifies the criteria used to determine the limits. If consultant is recommending elimination of a limit for any pollutant for which a limit presently exists, or not developing a limit for a pollutant with an effluent discharge violation, the consultant shall include a written explanation, to the satisfaction of the City and the RWQCB. Consultant shall prepare the Local Limits Evaluation Report in a format that is acceptable for submittal to the Los Angeles Regional Water Quality Control Board.

Deliverables:
- Draft Local Limits Evaluation Report
- Final Local Limits Evaluation Report
TASK 4  PRESENTATIONS/MEETINGS  $52,448

In addition to any necessary visits during the development process, that are identified in the tasks above, the consultant will attend and explain the development process and recommendations for up to five meetings in Oxnard:

Task 4.1  Presentation of the report to Public Works staff
Task 4.2  Two workshops with dischargers
Task 4.3  Presentation at a City Council meeting
Task 4.4  Meeting with Regional Water Quality Control Board Staff

Deliverables:
- Meeting Agendas and Summaries (5)
- Powerpoint Presentations (5)

TASK 5  INDUSTRY IMPACTS  $28,432

Task 5.1  Industry Impacts
The Consultant shall evaluate the potential impact the local limits will have on the City’s current industries (38 Significant Industrial Users (SIUs) including 13 Categorical Industrial Users (CIUs)). Existing monitoring data from current industrial users will be compared to the proposed limits.

Deliverable:
- Table listing each proposed limit and industries with historic data indicating a potential to exceed the proposed limit, and suggestions for potential alternate calculation methods.

TASK 6  ALTERNATIVE CALCULATIONS /
SITE SPECIFIC LIMITS  $14,743

Task 6.1  Site Specific Limits
The Consultant shall compare alternative calculations or site specific limits for constituents that are identified in Task 5 as restrictive to some industries. The results and recommendations may be incorporated into the Local Limits Report. Consultant shall submit the findings to the City for review and acceptance prior to incorporation into the Local Limits Report.

The level of effort for this task is limited to the budget provided. The extent of the potential impacts to industry (Task 5) cannot be anticipated at this time.

Deliverable:
- Calculations and Summary Table
ASSUMPTIONS

This scope of work does not involve revisions to the Oxnard sewer ordinance.

The OWTP will provide a staging area for storage and organization of the sample bottles, ice chests, supplies, and for daily storage of samples for pickup by the laboratory.

The City will provide monitoring data compiled in spreadsheet format to facilitate comparison and use by the Consultant.

If, after initial discussions with the City and after evaluating TDS data, it is determined that sampling should occur over a longer time frame, the project schedule may be extended with an amendment as to effort for this scope of services.

It is understood there are no industry data for TDS or other salinity constituents. Sampling industries for salinity would be implemented by the City. The data needs and schedule will be discussed in Task 1.
### CITY OF OXNARD
#### LOCAL LIMITS EVALUATION

<table>
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<tr>
<th>Stage</th>
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</table>

**Work Progress:**
- 1.1 Initial Meetings
- 1.2 Workshops and Work Sessions
- 1.3 Workshops and Work Sessions
- 1.4 Workshops and Work Sessions
- 1.5 Workshops and Work Sessions
- 1.6 Workshops and Work Sessions

**Meeting:**
- 2.1 Initial Meetings
- 2.2 Workshops and Work Sessions
- 2.3 Workshops and Work Sessions
- 2.4 Workshops and Work Sessions
- 2.5 Workshops and Work Sessions
- 2.6 Workshops and Work Sessions

**Draft Deliverable:**
- 3.1 Draft Deliverable
- 3.2 Draft Deliverable
- 3.3 Draft Deliverable
- 3.4 Draft Deliverable
- 3.5 Draft Deliverable
- 3.6 Draft Deliverable

**Final Deliverable:**
- 4.1 Final Deliverable
- 4.2 Final Deliverable
- 4.3 Final Deliverable
- 4.4 Final Deliverable
- 4.5 Final Deliverable
- 4.6 Final Deliverable

**SCHEDULE:**
- *Exhibit B*
- 

---

**Note:** The table includes placeholders for data collection and analysis stages, meeting stages, and draft and final deliverables. The schedule for Exhibit B is marked as "Schedule Exhibit B."
EXHIBIT C
RATE SCHEDULE

The basis of compensation shall be time and materials not to exceed $475,103.

Consultant shall invoice the City for progress payments on a monthly basis. Invoices are due and payable within thirty days of receipt.

A retainer of $0 will be required in advance of start of work. This retainer will be credited against the last invoice on this project.

Consultant has established the following billing rates for professional consulting services:

STANDARD HOURLY RATES AND BILLING ARRANGEMENTS
(Effective January 1, 2014)

Hourly rates for professional and administrative personnel are as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
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<tr>
<td>Senior Professional</td>
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<td>Lead Project Professional</td>
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<td>Project Professional</td>
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<td>Assistant Professional</td>
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<td>Senior Technician</td>
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<td>Field Technician</td>
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<td>Document Processing/Clerical</td>
<td>$ 95.00</td>
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Subconsultants: Cost +5%

MV Engineering: $200.00
JR’s Environmental: $125.00

Other Direct Costs (ODC) include laboratory costs with 5 percent markup.
<table>
<thead>
<tr>
<th>Task Sub Task</th>
<th>Description</th>
<th>Schedule of Cost</th>
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<td>Data acquisition and reduction</td>
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<td>1.2</td>
<td>Data Needs</td>
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<td>Sampling Plan (draft and final)</td>
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<td>2 2</td>
<td>Sampling Program Implementation</td>
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<td>Implementation</td>
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<td>2.3</td>
<td>Data Reduction</td>
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<td>Sampling Program Report (draft and final)</td>
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<td>Development of Local Limits</td>
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<td>3.1</td>
<td>Local Limits Calculations</td>
<td>$148</td>
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<td>3.2</td>
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<td>4 4</td>
<td>Presentations/Meetings</td>
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<td>Two Workshops for Dischargers</td>
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<td>Presentation to City Council</td>
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<td>Alternative Calculations/Site Specific Limits</td>
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<td>6.1</td>
<td>Site Specific Limits</td>
<td>$14,743</td>
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Total: $475,193
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.

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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7214
300 West Third Street, Suite 302
Oxnard, California 93030

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 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 2018 11/05 or if not available, CGI 2019 with an edition date prior to 01/04 and CG 2007).

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 is not to be endorsed). 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.

9/14
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

**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 coverages afforded by the policies below.

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<tr>
<th>CODE</th>
<th>SUB-CODE</th>
<th>PRODUCER</th>
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<tr>
<th>COMPANY LETTER A</th>
<th>SPECIFY COMPANY NAMES IN THIS SPACE</th>
<th>COMPANY LETTER B</th>
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## 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.

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<thead>
<tr>
<th>CMNTR</th>
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<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
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<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
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**Certificate Holder**

City of Oxnard
Attn: Risk Manager
Reference No. A-2714
300 W. Third Street, Suite 302
Oxnard CA 93030

**Cancellation**

Should any of the above described policies be canceled before the expiration date thereof, this 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 bear no obligation or liability upon any and/or upon the company, its agents or representatives.

**Authorized Representative**

Attachment No. 1
Exhibit INS-A
Page 21 of 23
**GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the “City”)**

**POLICY INFORMATION:**
- **Insurance Company:**
- **Policy No.:**
- **Policy Period:** (from) (to)
- **LOBS ADJUSTMENT EXPENSE**
  - Included in Limits
  - In Addition to Limits
- **Deductible**
- **Self-Insured Retention** (check which)
  - with an Aggregate of $_
  - Per Occurrence
  - Per Claim

**NAMED INSURED**

**APPLICABILITY:** This insurance pertains to the operations, products and/or services of the named insured under all written agreements and permits in force with the City unless otherwise agreed to in writing by the parties concerned.

The above-named insurance company and the above-named insurance agent as Represented by the undersigned, hereby agree to cancel or modify this policy if any operations, products or services of the named insured are substantially changed.

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 respect 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 INSURED.** As respects: (a) work performed by the named insured for or on behalf of the City; (b) products sold by the named insured to the City; or (c) premises leased by the named insured to the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers, or such person whom the named insured shall be held liable or liable to when the policy is contributed with any other policy of insurance as respects the City, its officers, agents, employees or volunteers.
3. **EXHAUSTIBILITY OF LIABILITY.** 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.
4. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage in excess of the primary insurance maintained by the City, its officers, agents, employees or volunteers, and in no event may the limits of this insurance be increased without the written approval of the company.
5. **DEFINITION OF TERMS.** The terms defined herein have the meanings given them.
6. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, nor materially reduced in coverage or limits except after thirty (30) days prior notice by certified mail or delivery has been given to the City.
7. **OCCURRENCE.** When used in this policy, “occurrence” means the happening of an event which results in the liability of the named insured and which is covered by this policy.

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**

Attn: Risk Manager

Reference No. A-7714

300 W. Third Street, Suite 302

Oxnard, CA 93030

**AUTHORIZED REPRESENTATIVE**

<table>
<thead>
<tr>
<th>Brokers/Agents</th>
<th>Underwriter</th>
</tr>
</thead>
<tbody>
<tr>
<td>(print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature herein do so bind this company to this endorsement.</td>
<td></td>
</tr>
</tbody>
</table>

Signature

(Date Signed)

**PAGE 22 OF 23**

Exhibit INS-A

Attachment No. 1
### Endorsement Holder

**CITY OF OXNARD**  
Attn: Risk Manager  
Reference No. A-7714  
300 W. Third Street, Suite 302  
Oxnard, CA 93030

### Authorized Representative

- **Broker/Agent**  
- **Underwriter**  

I, _____________________________, 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**

---

### Limits of Liability

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

---

**Type of Insurance**

- **Commercial Auto Policy**
- **Business Auto Policy**
- **Other**

### Other Provisions

**Claims:** Underwriter’s representative for claims pursuant to this Insurance.

- **Name:**
- **Address:**
- **Telephone:** ( )

---

**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 services performed by or on behalf of the named insured.

2. **Contribution Not Required:** As respects all work performed by the named insured for or on behalf of the City or (b) products sold by or leased 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. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be excess of this insurance and shall not contribute with it.

3. **Stability of Interest:** This Insurance applies separately to each Insured against whom claims are 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 Client if it were included.

4. **Cancellation Notice:** With respect to the Insurers 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 registered delivery has been given to the City.

5. **Provisions Regarding the Insurer's Duties:** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

   - **Scope of Coverage:** This policy, if primary, affords coverage at least as broad as:
     - a. Insurance Services Office Automobile Liability Coverage, "commercial" form CA5001, code "Key Auto";
     - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (2).

**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.***

---

**Issue Date (MM/DD/YYYY):**

**Endorsement No.:**

---

**Automobile Liability Special Endorsement**

**For the City of Oxnard (the "City")**

**Policy Information:**

- **Insurance Company:**
- **Policy No.:**
- **Policy Period:**
- **Loss Adjustment Expense:**
- **Deductible:**
- **Self-Insured Retention:**

---

**Telephone:**
REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program Manager: Daniel Rydberg
Date: October 21, 2014
Phone: 385-8055

Reason for Appropriation:
To fund Agreement No. A-7714 for Carollo Engineers to perform a local limits evaluation and provide a technical evaluation report in conformance with the National Pollutant Discharge Elimination System permit's Pretreatment Reporting Requirements.

Accounts and Descriptions

<table>
<thead>
<tr>
<th>Fund: WASTEWATER TREATMENT OPERATING (621)</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures/Transfers Out</td>
<td></td>
</tr>
<tr>
<td>Wastewater Treatment Services (6202)</td>
<td></td>
</tr>
<tr>
<td>621-6202-842-8209 SERVICES - OTHER PROFESSIONAL</td>
<td>475,103</td>
</tr>
<tr>
<td><strong>Sub-total Expenditures</strong></td>
<td><strong>475,103</strong></td>
</tr>
<tr>
<td><strong>Net Change to Wastewater Treatment Fund Balance</strong></td>
<td><strong>(475,103)</strong></td>
</tr>
<tr>
<td><strong>Net Appropriation Change</strong></td>
<td><strong>(475,103)</strong></td>
</tr>
</tbody>
</table>

Approvals

Department Director
Chief Financial Officer
City Manager

REQUIRES CITY COUNCIL AUTHORIZATION