

Project Name: Supply and Delivery of Ammonium Sulfate

**AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
UNIVAR SOLUTIONS USA, INC.**

THIS AGREEMENT, made and entered into this 1st day of July 2023, by and between the **CITY OF THOUSAND OAKS**, a municipal corporation (hereinafter referred to as "City"), and **UNIVAR SOLUTIONS USA, INC.**, (hereinafter referred to as "Supplier"). City and Supplier agree as follows:

1. RETENTION OF SUPPLIER

City hereby retains Supplier, and Supplier hereby accepts such engagement, to perform the services described in Section 2. Supplier warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The general services to be performed by Supplier are as follows, and are more particularly described in the Scope of Work, attached as Exhibit "A" and incorporated herein: supply and delivery of Ammonium Sulfate to the Hill Canyon Treatment Plant (HCTP).

3. COMPENSATION AND PAYMENT

(a) **Maximum.** The total compensation earned by or payable to Supplier, by City, for any and all services under this Agreement shall not exceed **\$333,012** (herein "not to exceed amount").

(b) **Rate.** Supplier shall be paid on a per-order-bases, and with reimbursement for expenses, at the rates set forth in Supplier's Schedule of Fees, attached as Exhibit "B". Prices are guaranteed maximum rate until June 30, 2025.

(c) **Payment.** All payments shall be made within 30 days after receipt of written verification from Supplier of the actual compensation earned, in a form satisfactory to City's Project Manager.

(d) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B".

4. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by Supplier shall be accomplished under the general direction of, and in coordination with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is, Tim Mooney, Operations Supervisor.

5. TERMS OF PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the rights to retain, employ, or contract with other qualified services providers during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. Supplier warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. Supplier shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws as well as with Ventura County and City of Thousand Oaks ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The contract prices shall include provision for all taxes that Supplier is required to pay. Supplier is responsible for all taxes required to be paid under this Agreement.

Permits and Licenses. Supplier shall procure all permits and licenses, pay all charges and fees, and give all necessary or legally required notices.

Prevailing Wage. Supplier is obligated to pay prevailing wages under the California Labor Code. Supplier agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of Supplier to be familiar with the California Labor Code, and failure or neglect of Supplier to understand the California Labor Code shall in no way relieve Supplier from any obligations.

Department of Industrial Relations Requirements. The Work is subject to the payment of not less than prevailing wages under California Labor Code Section 1770 et seq. The work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be awarded a contract for public work on a public works project unless currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Safety Provisions. Supplier shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

Preservation of City Property. Supplier shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of Supplier's operations, it shall be replaced or restored within a reasonable time at Supplier's expense. The facilities shall be replaced or restored to a condition as good as when Supplier began work.

Subcontractors. Supplier shall be solely responsible for ensuring that any subcontractors used in completing tasks under the Agreement comply with all pertinent laws and regulations as well as the relevant terms of this Agreement. City shall have no obligation to monitor or oversee subcontractors.

Immigration Act of 1986. Supplier warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Supplier Non-Discrimination. In the performance of this work, Supplier agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

Work Delays. Should Supplier be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and Supplier.

Inspection. Supplier shall furnish City with every reasonable opportunity for City to ascertain that the services of Supplier are being performed in accordance with the requirements and intentions of this Agreement. All work done and all

materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Supplier of any of its obligations to fulfill its contract requirements.

Audit. Supplier shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination or expiration of this Agreement. Supplier agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Supplier shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Supplier with respect to this Agreement, if allowed by this Agreement.

6. TERM, PROGRESS AND COMPLETION

This Agreement shall expire on June 30, 2025, unless Supplier's authorized work assigned before the expiration of the term is not completed by that date. If work has not been completed during the allotted Agreement period, the terms and conditions of the Agreement, including all rights and obligations, shall remain in effect and bind the parties until the work is completed.

Supplier shall not commence work on the services to be performed until (i) Supplier furnishes proof of insurance as required by paragraph 9 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager.

7. NO ASSIGNMENT

This Agreement is not assignable by Supplier without City's prior consent in writing.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Supplier's Damages. Supplier holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Supplier's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Supplier, to Supplier's employees, to Supplier's contractors or

subcontractors, or to the owners of Supplier's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third-Party Claims/Liability. Supplier shall indemnify, defend with legal counsel approved by City, and hold harmless City, its elected officials, officers, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Supplier's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Supplier, or should City otherwise find Supplier's legal counsel unacceptable, then Supplier shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. Supplier shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Supplier's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination or expiration of this Agreement.

Supplier's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Supplier shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Supplier will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(c) Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Supplier's indemnification of City, and prior to commencement of Work, Supplier shall obtain, provide, and maintain at its own

expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Supplier shall, at Supplier's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including with limitation, blanket contractual liability.

(b) Automobile Liability: Supplier shall, at Supplier's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Supplier arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Worker's Compensation: Supplier shall, at Supplier's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Supplier shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers for all work performed by Supplier, its employees, agents and subcontractors.

If Supplier maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Supplier. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its elected officials, officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising

out of work or operations performed by or on behalf of Supplier including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Supplier's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Supplier shall ensure that the automobile liability policy contains a provision covering City as an additional insured, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City as required in written contract or agreement before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Supplier, or City will withhold amounts sufficient to pay premium from Supplier's payments. In the alternative, City may cancel this Agreement.

City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Supplier ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Supplier, City and Supplier may renegotiate Supplier's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Supplier's insurance coverage shall be primary insurance as respects City, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its

elected officials, officers, agents, employees or volunteers shall be excess of Supplier's insurance and shall not contribute with it and be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Supplier to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to City).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected officials, officers, agents, employees or volunteers or shall specifically allow Supplier, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Supplier hereby waives his own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Supplier must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Supplier shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Supplier's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Supplier shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Supplier shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10. RELATION OF THE PARTIES

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. TERMINATION BY CITY

City may terminate any portion, or all of the services agreed to be performed under this Agreement by notifying Supplier in writing 30 calendar days prior to any termination. In the event of such termination, Supplier shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Supplier within 30 days following submission of a final statement by Supplier.

12. CORRECTIONS

Supplier shall correct, at its expense, all errors in the work which may be disclosed during City's review of Supplier's work. Should Supplier fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Supplier.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Supplier of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Supplier for anything done, furnished or relating to Supplier's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, whichever occurs first. However, any approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Supplier, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Supplier, its employees, subcontractors, agents and consultants.

14. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

15. CONFLICT OF INTEREST

Supplier is unaware of any City employee or official that has a financial interest in Supplier's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Supplier shall not offer, encourage or accept any financial interest in Supplier's business by any City employee or official. If a portion of Supplier's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within City or with a City franchisee, Supplier warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

16. NON-APPROPRIATION OF FUNDS

Payments due and payable to Supplier for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Supplier's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

17. GOVERNING LAW; CAPTIONS; ENTIRE AGREEMENT BETWEEN PARTIES

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa. The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement. This Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

18. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. TAXPAYER IDENTIFICATION NUMBER

Supplier shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

20. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City Manager, or his designee, and Supplier.

21. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

22. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Kim Sherman, Sr Purchasing Specialist
Hill Canyon Treatment Plant
City of Thousand Oaks
9600 Santa Rosa Road
Camarillo, CA 93012
(805) 491-8116 | ksherman@toaks.org

TO SUPPLIER: Jennifer Perras
Univar Solutions USA, Inc.
8201 S 212th Street
Kent, WA 98032
(253)872-5040
jennifer.perras@univarsolutions.com

24. SIGNATURES

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first written above.

UNIVAR SOLUTIONS USA, INC.

Joe Stanaway, Regional Vice President

Shawnasey McCarthy
Municipal Commercial Manager

CITY OF THOUSAND OAKS

Kevin McNamee, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD

Clifford G. Finley, Public Works Director

APPROVED AS TO FORM

Tracy Friedl, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Supplier shall deliver the following chemical to Hill Canyon Treatment Plant (HCTP) as follows:

AMMONIUM SULFATE

Solution shall be:

- 40 percent Ammonium Sulfate and 60% water, suitable for water treatment
- Specific Gravity: 1.23
- pH of 2.7 +or- 0.3

GENERAL REQUIREMENTS

- A. Delivery: Delivery of chemicals will be consistent with these specifications and all State, Federal, and Occupational Safety and Health Act (OSHA) safety regulations.
1. Timing: Product will be delivered within 48-hours upon City's notification to FOB Destination Prepaid. Deliveries will be made up to seven (7) days per week between 7:00 a.m. to 7:00 p.m. City will endeavor to provide Supplier with as much advanced notice as possible for scheduled deliveries.
 2. Delivery Vehicle: Vehicle 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.
 3. Delivery Driver: Driver shall be licensed with applicable endorsement(s) issued by the Department of Motor Vehicles and 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 City with evidence of such training and experience within 24-hours upon request. Drivers of all deliveries shall be thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures required for the type of chemical being delivered. Spills and/or leaks at time of delivery, regardless of size, shall be properly and

immediately cleaned up by the driver or other personnel of the supplier in accordance with State, Federal, and OSHA regulations. Driver will be responsible for providing equipment to chock tires while unloading product.

4. Posted Speed Limits: Driver shall observe all posted speed limit signs while driving on City property including, but not limited to, the access road leading into the treatment plant. Supplier shall be completely liable for any damage to property of personnel as a result of driver's negligence.
 5. Delivery Equipment: Equipment shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hose(s), fittings, and appurtenant equipment shall be provided by Supplier and be free of leaks.
 6. 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 shall be followed explicitly.
 7. Pay Quantity of Delivered Product: Chemicals are purchased by the gallon and delivered to the treatment plant in bulk. Exact quantities may vary from the estimates provided and may be increased or decreased to meet the City's requirements. No minimum is guaranteed.
 8. Delivery Weight/Volume: Bulk deliveries shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. Copies of weighmaster's certificates shall be provided with delivery. Each invoice shall include a reference number for each bulk delivery with that delivery's gallons.
 9. Other: City may require Supplier to furnish an affidavit stating product complies fully to Bid Specification 2022/2023-21, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- B. Quantity: Exact quantity of bulk deliveries may vary from the estimates given and may be increased or decreased to meet the City's requirements. No minimum is guaranteed, and no price adjustments will be allowed because of a change in the quantity purchased.

Estimated annual consumption is:

90,000-Gallons bulk Ammonium Sulfate 40 percent solution

- C. Receipt/Invoice: Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her/them. Supplier shall provide a separate invoice for each delivery during the contract term.
- D. Quality Assurance: Supplier shall bring apparent errors or omissions to City's attention. If it is demonstrated during the contract term that the product does not meet required specifications, or if foreign bodies are found to be present in the product at time of delivery, the product shall be removed from City premises at Supplier's expense and the contract may be terminated upon written notification from City to Supplier. A quality assurance analysis may be conducted by City, without prior notice, to verify the quality of the product for any given delivery. Any product not meeting State, Federal, and/or AWWA standards, or the specifications outlined in this bid/contract, will be removed from City premises by Supplier at no cost to City. A certificate of analysis shall be provided for each load of product delivered. Any deliveries not meeting chemical quality, regulatory, safety or delivery requirements, will be returned to Supplier at no cost to City and must be re-delivered by Supplier within 48-hours of the unaccepted delivery.
- E. Price Guarantee: If, during the contract term, Supplier's contract with any political subdivision within the County of Ventura delivery area is found to provide firm/fixed prices lower than those provided herein, such lower prices are to be extended to City. Price shall remain firm and fixed for the duration of the contract term. Price shall include transfer and delivery of product to City's premises. Any costs invoices that were not part of the Bid Schedule are the responsibility of Supplier and will not be paid for by City.
- F. Safety and Training: Supplier shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Furnished equipment, materials, and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Supplier shall provide proof of compliance, if requested by City. Within 10-working days upon written Notice to Proceed, Supplier shall provide safety training to City personnel to include proper personal protective equipment, explanation of dangers of product, including other related safety precautions. Supplier shall provide City with current Safety Data Sheets (SDS) for all product delivered.

CITY FACILITY INFORMATION

Delivery Location:

Hill Canyon Treatment Plant, 9600 Santa Rosa Road, Camarillo, CA 93012

Facility is located approximately 2-miles south of Santa Rosa Road at Hill Canyon Road intersection.

Tank Capacity:

Ammonium Sulfate - Total Capacity is 6,000-Gallons and Maximum Delivery is 5,000-Gallons.

**EXHIBIT B
SCHEDULE OF FEES**

Ammonium Sulfate	Quantity	UOM	Unit Cost	Total
1 st Year Firm Pricing (July 1, 2023 – June 30, 2024)	90,000	Gallons	\$1.67/Gallon	\$150,300.00
2 nd Year Firm Pricing (July 1, 2024 – June 30, 2025)	90,000	Gallons	\$1.78/Gallon	\$160,200.00
Tax				\$ 22,511.25
Total Not to Exceed				\$333,012.00