

MIDWAY CITY SANITARY DISTRICT

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
DISTRICT OFFICE
BOARD ROOM
14451 CEDARWOOD STREET
WESTMINSTER, CA 92683**

**Tuesday, July 2, 2024
5:30 P.M.**

OUR MISSION STATEMENT

THE BOARD OF DIRECTORS AND EMPLOYEES OF THE MIDWAY CITY SANITARY DISTRICT WORK DILIGENTLY TO PROVIDE SEWER AND SOLID WASTE SERVICES TO THE RESIDENTS OF THE DISTRICT. OUR TOP PRIORITY IS TO ACCOMPLISH THIS IN AN ETHICAL, EFFICIENT, AND COST-EFFECTIVE MANNER THAT WILL PROTECT THE HEALTH AND SAFETY OF THOSE WE SERVE.

In accordance with the requirements of California Government Code Section 54954.2, this Agenda is posted not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Board Secretary.

In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done in compliance with Section 54954.2, or as set forth on a Supplemental Agenda posted not less than 72 hours prior to the meeting.

Please Note: The District complies with the provisions of the Americans with Disabilities Act (ADA). Anyone needing special assistance please contact the District's Secretary at (714) 893-3553, at least one business day prior to the meeting so that we may accommodate you.

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND INVOCATION**
- 2. ROLL CALL AND DECLARATION OF QUORUM**
- 3. PUBLIC COMMENTS**

All persons wishing to address the Board on specific Agenda items or matters of general interest should do so at this time. As determined by the President, speakers may be deferred until the specific item is taken for discussion and remarks may be limited to three (3) minutes.

4. PRESENTATIONS

- A. Chris Palmer, Sr. Public Affairs Field Coordinator California Special Districts Association

5. APPROVAL OF THE MINUTES

- A. Approval of the Minutes of the Regular Meeting on June 18, 2024

6. REPORTS

The President, General Manager, Legal Counsel, and other staff present verbal reports on miscellaneous matters of general interest to the Directors. These reports are for information only and require no action by the Directors.

- A. Report of President
- B. Report of General Manager
- C. Report of Director of Services & Program Development
- D. Report of Franchise Committee Meeting on June 24, 2024
- E. Report of District Luncheon on June 26, 2024
- F. Report of OC San Board of Directors Meeting on June 26, 2024

7. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine and will be acted upon at the same time unless separate discussion and/or action is requested by a Board Member, the public, or staff.

- A. Receive and File the Register of Demands in the Amount of \$1,117,937.63
- B. Approve the June 24, 2024 Franchise Committee Report
- C. Approval of and Authorization for General Manager to Execute Professional Services Agreement with Murex Environmental Inc. for Groundwater Investigation and Environmental Services

8. OLD BUSINESS

None.

9. NEW BUSINESS

- A. **A RESOLUTION NO. 2024-17 OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY, CALIFORNIA, DETERMINING THERE IS NO LONGER A NEED FOR THE IMMEDIATE EXPENDITURE OF FUNDS FOR THE EMERGENCY ACTION FOR THE REPAIR, REPLACEMENT, AND LINING OF DAMAGED SEWER LINES, REMOVAL AND REPLACEMENT OF A MANHOLE, AND RELATED STREET REPAIRS IN WEBBER PLACE BETWEEN MANHOLE 2006 AND MANHOLE 2005 AND IN PEMBROOK LANE BETWEEN MANHOLE 2006 AND MANHOLE 2019 AND PROCLAIMING THE TERMINATION OF THE EMERGENCY ACTION**
(Roll Call Vote)

- B. Discuss and Consider California Special Districts Association (CSDA) Board of Directors Election Ballot–Term 2025-2027; Seat A- Southern Network
- C. Consider the Purchase of One (1) New 20ft Stake-bed Electric Vehicle (EV)

10. INFORMATIONAL ITEMS

None.

11. BOARD CONCERNS AND COMMENTS

12. GM/STAFF CONCERNS AND COMMENTS

13. GENERAL COUNSEL CONCERNS AND COMMENTS

14. CLOSED SESSION ITEMS

None.

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

15. ADJOURNMENT TO TUESDAY, JULY 16, 2024

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE MIDWAY CITY
SANITARY DISTRICT OF ORANGE COUNTY
14451 CEDARWOOD STREET
WESTMINSTER, CA 92683**

June 18, 2024

CALL TO ORDER:

President M. Nguyen called the regular meeting of the Governing Board of the Midway City Sanitary District to order at 14451 Cedarwood Street, Westminster, California on Tuesday, June 18, 2024 at 5:30 P.M.

BOARD MEMBERS PRESENT:

Mark Nguyen
Tyler Diep
Chi Charlie Nguyen
Andrew Nguyen
Sergio Contreras

STAFF MEMBERS PRESENT:

Robert Housley, General Manager
Ashley Davies, Director of Servs. & Program Development
Milo Ebrahimi, District Engineer, P.E
Cynthia Olsder, Board Secretary

OTHERS PRESENT:

James H. Eggart, General Counsel Woodruff & Smart
Joseph D. Larsen, Labor Counsel Rutan & Tucker, LLP

PLEDGE OF ALLEGIANCE AND INVOCATION:

Director S. Contreras led the Pledge of Allegiance. Director C. Nguyen gave the Invocation.

PUBLIC COMMENTS:

None.

APPROVAL OF THE MINUTES OF THE REGULAR MEETING ON JUNE 4, 2024

A motion was made by Director S. Contreras, seconded by Director A. Nguyen, to approve the minutes of the regular meeting on June 4, 2024. The motion was approved by the following 5-0 vote:

AYES: A. Nguyen, M. Nguyen, T. Diep, C. Nguyen, S. Contreras

NAYS:

ABSTAIN:

ABSENT:

REPORTS:

Report of President

None.

Report of the General Manager

GM R. Housley provided updates on events occurring at the District. He gave an update on the 85th Anniversary event and the 2025 District Calendar.

Report of the Director of Services & Program Development

Director of Services & Program Development A. Davies reported on the Anderson Elementary School assembly and said the event was well received by both the faculties and the students. She also mentioned that she will keep promoting the tour she has been giving visitors around the District as it appears to be doing well.

Report of Outreach Committee Meeting on June 5, 2024

Director T. Diep and Director C. Nguyen reported that they attended the meeting and talked about the details of the Compost event and the 85th Anniversary event.

Report of Clean-up Event at Bolsa Chica Park on June 8, 2024

Director A. Nguyen, President M. Nguyen, and Director S. Contreras attended the event and said it was another successful event.

Report of OC San District 70th Anniversary Open House on June 8, 2024

Director A. Nguyen reported that he attended the event and met up with staff at the District's informational booth.

Report of Radio Outreach with VietLink on June 10, 2024

President M. Nguyen and Director C. Nguyen attended the radio recording to discuss SB 1383, the District services, and upcoming events.

Report of Radio Outreach with Me Vietnam on June 13, 2024

Director A. Nguyen and Director S. Contreras attended the radio recording to discuss SB 1383, the District services, and upcoming events.

CONSENT CALENDAR:

- A. Receive and File the Register of Demands in the Amount of \$94,756.34
- B. Approve the Transferring and Reallocating of Funds into the Midway City Sanitary District's Reserve and Investment Accounts
- C. Receive and File the Engineer Report for May 2024
- D. Approve the June 5, 2024 Outreach Committee Recommendations
- E. Approve and File the Treasurer's Investment Report for May 2024

A motion was made by Director C. Nguyen, seconded by Director A. Nguyen, to approve the Consent Calendar. The motion was approved by the following 5-0 vote:

AYES: A. Nguyen, M. Nguyen, T. Diep, C. Nguyen, S. Contreras

NAYS:

ABSTAIN:

ABSENT:

OLD BUSINESS:

None.

NEW BUSINESS:

- A. PUBLIC HEARING AND ADOPTION OF **RESOLUTION NO. 2024-13** OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANTARY DISTRICT OF ORANGE COUNTY, CALIFORNIA, APPROVING A REPORT ON SPECIAL USER CHARGES PURSUANT TO SPECIAL USAGE PERMIT AGREEMENT AND COVENANT DOCUMENTS AND DIRECTING THE COUNTY AUDITOR TO ADD SUCH SPECIAL USAGE CHARGES TO THE JULY 1, 2024 THROUGH JUNE 30, 2025 SECURED TAX ROLL PURSUANT TO ORDINANCE NO. 26

President M. Nguyen read the title of the Resolution No. 2024-13 and opened the public hearing.

There were no public comments.

President M. Nguyen closed the public hearing.

A staff report and recommendations were provided to and considered by the Board. A motion was made by Director C. Nguyen, seconded by Director A. Nguyen, to adopt Resolution No. 2024-13 as presented at the meeting. The motion was approved by the following 5-0 roll call vote:

AYES: A. Nguyen, M. Nguyen, T. Diep, C. Nguyen, S. Contreras

NAYS:

ABSTAIN:

ABSENT:

- B. PUBLIC HEARING AND ADOPTION OF **RESOLUTION NO. 2024-14** OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY, CALIFORNIA, APPROVING A REPORT ON SANITATION AND SEWER USER CHARGES AND DIRECTING THE COUNTY AUDITOR TO ADD SUCH USER CHARGES TO THE JULY 1, 2024 THROUGH JUNE 30, 2025 SECURED TAX ROLL PURSUANT TO ORDINANCE NO. 72 AND ORDINANCE NO. 73

President M. Nguyen read the title of the Resolution No. 2024-14 and opened the public hearing.

There were no public comments.

President M. Nguyen closed the public hearing.

A staff report and recommendations were provided to and considered by the Board. A motion was made by A. Nguyen, seconded by President M. Nguyen, to adopt Resolution No. 2024-14 as presented at the meeting. The motion was approved by the following 5-0 roll call vote:

AYES: A. Nguyen, M. Nguyen, T. Diep, C. Nguyen, S. Contreras

NAYS:

ABSTAIN:

ABSENT:

C. PUBLIC HEARING AND PUBLIC HEARING AND ADOPTION OF **RESOLUTION NO. 2024-15** OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY, CALIFORNIA, ADOPTING THE SPECIAL DISTRICT GENERAL FUND BUDGET FOR THE FISCAL YEAR JULY 1, 2024 THROUGH JUNE 30, 2025

President M. Nguyen read the title of the Resolution No. 2024-15 and opened the public hearing.

There were no public comments.

President M. Nguyen closed the public hearing.

A staff report and recommendations were provided to and considered by the Board. A motion was made by Director A. Nguyen, seconded by President M. Nguyen, to adopt Resolution No. 2024-15 as presented at the meeting. The motion was approved by the following 5-0 roll call vote:

AYES: A. Nguyen, M. Nguyen, T. Diep, C. Nguyen, S. Contreras

NAYS:

ABSTAIN:

ABSENT:

D. A **RESOLUTION NO. 2024-16** OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY AUTHORIZING AND MAKING FINDINGS FOR CONTINUED EMERGENCY ACTION FOR THE REPAIR, REPLACEMENT, AND LINING OF DAMAGED SEWER LINES, REMOVAL AND REPLACEMENT OF A MANHOLE, AND RELATED STREET REPAIRS IN WEBBER PLACE BETWEEN MANHOLE 2006 AND MANHOLE 2005 AND IN PEMBROOK LANE BETWEEN MANHOLE 2006 AND MANHOLE 2019

A staff report and recommendations were provided to and considered by the Board. A motion was made by Director C. Nguyen, seconded by Director A. Nguyen, to adopt Resolution No. 2024-16 as presented at the meeting. The motion was approved by the following 5-0 roll call vote:

AYES: A. Nguyen, M. Nguyen, T. Diep, C. Nguyen, S. Contreras

NAYS:

ABSTAIN:

ABSENT:

INFORMATIONAL ITEMS:

A. OC LAFCO – Appointment Process Results

Receive and File.

BOARD CONCERNS AND COMMENTS:

The Directors thanked staff.

GM/STAFF CONCERNS AND COMMENT:

GM R. Housley thanked the Board for their support.

GENERAL COUNSEL CONCERNS AND COMMENTS:

With the consent of the full Board, General Counsel, J. Eggart convened the meeting to closed session at 5:55 P.M. for consideration of the following matter identified on Agenda pursuant to applicable law.

CLOSED SESSION:

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Title: Agency Designated Representatives: GM Robert Housley and Labor Counsel Joseph Larsen

Employee Organization: American Federation of State, County, and Municipal Employees, LOCAL 1734-01

President M. Nguyen reconvened the open session portion of the meeting at 6:21 P.M.

President M. Nguyen reported that the Board had met in closed session as identified on Agenda Item 14A, and that no reportable action had been taken.

ADJOURNMENT:

President M. Nguyen adjourned the meeting at 6:21 P.M. to the next Board Meeting to be held at the District on Tuesday, July 2, 2024, at 5:30 P.M.

Andrew Nguyen, Secretary

AGENDA ITEM 7A

Date: July 02, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Mariana Sanchez, Accountant

Subject: Receive and File the Register of Demands in the Amount of \$1,117,937.63

BACKGROUND

The laws of the State of California governing Special Districts provide that the Midway City Sanitary District Board of Directors shall review for approval all payments made by the District.

A Register of Demands is provided at each regular Midway City Sanitary District Board Meeting describing each payment made or to be made by the district during the specified period. The report is designed to communicate fiscal activity based on adopted and approved budget appropriations.

The Treasurer has duly reviewed the demands on the attached register.

FISCAL IMPACT

The total value of demand for this period is \$1,117,937.63. This includes expenses, payroll, and payroll-related disbursements.

Sufficient funds are available to process all payments.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors review and file the attached Register of Demands.

ATTACHMENTS:

1. Disbursement Details for July 02, 2024

Midway City Sanitary District
Accounts Payable Expenditures, Payments, Payroll, and ACH Payment(s) Report
Prepared for Board Meeting held on July 2, 2024

Type	Num	Date	Name	Memo	Paid Amount
Check	15768	06/14/2024	Advanced Thermal Products, Inc	PO # 425NG-14	
Bill	240586	06/03/2024		Firewall insulation for NG14	2,142.00
					2,142.00
Check	15769	06/14/2024	AKM Consulting Engineers, Inc.	Project No. 2351831.00	
Bill	0012856	05/31/2024		Sewer System Master Plan 04/29/24 - 05/31/24	74,338.50
					74,338.50
Check	15770	06/14/2024	AT&T Mobility (First Net)	Acct # 287341896497	
Bill	287341896497X061024	06/02/2024		May 2024	45.03
					45.03
Check	15771	06/14/2024	Ayala's Car Wash		
Bill	1607	06/03/2024		Fleet Wash (2) 06/03/24	80.00
				Fleet Wash (8) 06/03/24	320.00
Bill	1609	06/05/2024		Fleet Wash (3) 06/05/24	90.00
				Fleet Wash (1) 06/05/24	30.00
				Fleet Wash (3) 06/05/24	90.00
				Fleet Wash (3) 06/05/24	90.00
					700.00
Check	15772	06/14/2024	Betts Truck Parts & Service	PO # 28520	
Bill	05P18972	05/31/2024		TKO hand soap (3)	155.64
					155.64
Check	15773	06/14/2024	Bodyworks Equip. Inc.		
Bill	47444	06/04/2024		Arm Raise Cylinder (2)	3,242.58
Bill	47443	06/04/2024		RR Dump Cylinder (2), Wire Narness - Valve End (1)	2,534.15
					5,776.73
Check	15774	06/14/2024	Clean Energy	Cust # 124470 Order # FSOW1439895	
Bill	CEW12689647	05/31/2024		CNG Station Service 05/31/24	1,957.16
					1,957.16
Check	15775	06/14/2024	CR&R Incorporated	Acct # 63-0001259-2	
Bill	183361	06/01/2024		Bin for repair work in the yard	1,128.56
					1,128.56
Check	15776	06/14/2024	Daniels Tire Service	Cust # 2002338 Ref # 905282	
Bill	200506878	06/05/2024		Recap Tires (10)	2,438.17
					2,438.17
Check	15777	06/14/2024	Golden Bell Products	PO # 28511	
Bill	18782	06/05/2024		Super Butyl (1 x 55gal) (55)	672.89
					672.89
Check	15778	06/14/2024	HB Staffing/Cathyjon Enterprises, Inc.	Client# 341347	
Bill	4396373	05/30/2024		Administrative Assistant 05/21/24 - 05/24/24	716.63
					716.63
Check	15779	06/14/2024	Hillco Fastener Warehouse Inc.	Order No. 01384733	
Bill	5378942	06/05/2024		Restock bolts and locknuts	62.27
					62.27
Check	15780	06/14/2024	Merchants Building Maintenance, LLC	Cust # 33114	
Bill	807385	06/01/2024		Janitorial Services June - 2024	853.21
					853.21
Check	15781	06/14/2024	Orange County Sanitation District	MCSO Apr Permit Fees 2024	
Bill	Permit Fees Apr-2024	04/30/2024		Permit Fees Apr-2024	14,509.57
					14,509.57
Check	15782	06/14/2024	Paulus Engineering, Inc.	Customer No. MIDW01	
Bill	12290524	05/31/2024		Emergency Sewer Repair at Webber & Pembrook	106,657.70
					106,657.70
Check	15783	06/14/2024	Paychex - Employee Screening	Acct # Y4807254	
Bill	13979046	05/30/2024		Employee Screening	57.00
					57.00
Check	15784	06/14/2024	Peckham & McKenney	Invoice #3	
Bill	06.03.24	06/03/2024		Professional Fee Retainer Invoice# 3 - Director of Finance/HR search	9,333.34
					9,333.34

Check	15785	06/14/2024	PeopleSpace	Sales Order# SO1058841	
Bill	INV90540	05/31/2024		Additional Table	4,426.51
					4,426.51
Check	15786	06/14/2024	Pitney Bowes Global Financial Services	0015134453	
Bill	3106703770	06/11/2024		Postage Machine 07/10/24 - 10/09/24	254.76
					254.76
Check	15787	06/14/2024	Rutan & Tucker, LLP	Account # 014843-0001	
Bill	994835	05/31/2024		Legal Services May-2024	2,900.00
					2,900.00
Check	15788	06/14/2024	SDRMA - Employee Benefits	Member # 7732	
Bill	H45528	07/01/2024		July - 2024	614.09
				July - 2024	1,498.25
				July - 2024	813.70
				July - 2024	527.36
				July - 2024	453.41
				July - 2024	113.93
				July - 2024	235.36
				July - 2024	97.42
				July - 2024	98.48
				July - 2024	48.71
					4,500.71
Check	15789	06/14/2024	Siemens Industry, Inc.	PO # 000010	
Bill	5609647386	06/11/2024		Hydroranger (4)	9,918.00
					9,918.00
Check	15790	06/14/2024	Snap-On Tools	PO# 28521	
Bill	05312490143	05/31/2024		24in Alum Ext Pipe WR (1), 10pk Dbl Ptd Bld (2)	317.66
					317.66
Check	15791	06/14/2024	SoCal Auto & Truck Parts, Inc.		
Bill	611240	05/24/2024		Halogen Sealed Beams (10)	135.03
				SG BLA (6), Gray Sea (6), Zep Shell Shock 4-1GL (1), D-4000 Plus Dispenser (1), Brake Parts Clea...	482.47
Bill	611804	06/02/2024		Fuel Module for G5	159.68
Bill	611114	06/06/2024			777.18
Check	15792	06/14/2024	SoCalGas		
Bill	19170926059 060724	05/31/2024		District Offices May 2024	33.14
Bill	19380926006 06102024	06/10/2024		Maint. Shop & Wash Rack - Jun 2024	43.40
					76.54
Check	15793	06/14/2024	Southwest Patrol, Inc.		
Bill	75837	05/31/2024		Patrol Service 5/1/24 - 5/31/24	1,224.00
					1,224.00
Check	15794	06/14/2024	TEC Of California, Inc.		
Bill	1448066L	05/31/2024		Flex Pipe (1), Diffuser (2), Door Mirror (9)	2,037.24
Bill	1448956L	05/31/2024		Rotor (2)	909.95
Bill	5029576XS	05/31/2024		Repairs done to NG-13	2,239.96
Bill	1449212L	06/03/2024		Slack Adjusters (4)	423.05
Bill	1449880L	06/06/2024		Torque Rod (2)	409.19
					6,019.39
Check	15795	06/14/2024	UniFirst Corporation		
Bill	2190181135	05/31/2024		May - 2024	200.33
Bill	2190181136	05/31/2024		May - 2024	144.08
Bill	2190181137	05/31/2024		May - 2024	69.66
Bill	2190181138	05/31/2024		May - 2024	16.23
Bill	2190184672	06/07/2024		June - 2024	193.42
Bill	2190184673	06/07/2024		June - 2024	262.39
Bill	2190184674	06/07/2024		June - 2024	69.66
Bill	2190184675	06/07/2024		June - 2024	16.23
					972.00
Check	15796	06/14/2024	Westminster Chamber of Commerce		
Bill	Annual Dues 2024/25	05/24/2024		Annual Dues from 06/07/2024 through 06/06/2025	400.00
					400.00
Check	15797	06/14/2024	Woodruff & Smart	ID: 2003-JHE	
Bill	76187	05/31/2024		Legal Services May-2024	11,885.60
					11,885.60
Check	15798	06/18/2024	Akeso Occupational Health		
Bill	EM005084	06/18/2024		Drug Screen 10 Panel Rapid - Leon, Octavio	35.00
				Physical - Pre-Employment/Post-Offer - Leon, Octavio	75.00
					110.00

Check	15799	06/19/2024	Dtntech	Compost Event 7/20/2024	
Bill	18916	05/29/2024		Compost Event Westminster Mall 07/20/2024 (32,157)	21,244.29
					21,244.29
Check	15800	06/21/2024	AT&T (Brookhurst Lift Station)	Acct # 714 531-0272 115 1	
Bill	7145310272 06/24	06/13/2024		Brookhurst June-2024	599.57
					599.57
Check	15801	06/21/2024	AT&T Mobility (First Net)	Acct # 287291683611	
Bill	287291683611X0624	05/31/2024		May 2024	372.21
				May 2024	137.13
				May 2024	91.42
					600.76
Check	15802	06/21/2024	Ayala's Car Wash		
Bill	1660	06/12/2024		Fleet Wash (10) 06/12/24	400.00
Bill	1665	06/17/2024		Fleet Wash (2) 06/17/2024	80.00
				Fleet Wash (4) 06/17/2024	160.00
Bill	1666	06/18/2024		Fleet Wash (3) 06/18/24	90.00
				Fleet Wash (1) 06/18/24	30.00
				Fleet Wash (3) 06/18/24	90.00
				Fleet Wash (3) 06/18/24	90.00
					940.00
Check	15803	06/21/2024	Betts Truck Parts & Service	PO # 28546	
Bill	05P19331	06/17/2024		T-Beam Assy. w/Bushings (2) for NG-7	1,711.41
					1,711.41
Check	15804	06/21/2024	Cameron Welding Supply	PO# 28508	
Bill	1642826-00	06/18/2024		CO2, Compressed (1), Propane, Liquefied (2), 4-1/2x1/4x5/8-11 Grinding Wheel (10)	130.29
					130.29
Check	15805	06/21/2024	City of Westminster Hydrant	Acct #013-0012-00 Customer #045973	
Bill	87523 06/13/24	06/13/2024		Hydrant Water Service June-2024	84.94
					84.94
Check	15806	06/21/2024	CR Transfer, Inc.		
Bill	45625	04/30/2024		Tonnage Fees Apr-2024 (1074.40)	112,335.22
Bill	45591	04/30/2024		Tonnage Fees Apr-24 (1961.96)	123,959.68
Bill	45698	05/31/2024		Tonnage Fees May-2024 (1041.53)	109,665.33
Bill	45666	05/31/2024		Tonnage Fees May-24 (2082.32)	132,071.98
					478,032.21
Check	15807	06/21/2024	CRC Cloud		
Bill	2103012	06/13/2024		IT Setup for Raika	375.00
					375.00
Check	15808	06/21/2024	Dale Carnegie of Orange County		
Bill	21692	06/14/2024		Step up to Leadership 9/20/24 - S.Gonzalez	473.00
				Step up to Leadership 9/20/24 - R.Griffith	473.00
				Step up to Leadership 9/20/24 - R.Martinez	473.00
					1,419.00
Check	15809	06/21/2024	Daniels Tire Service		
Bill	200507486	06/12/2024		Recap Tires (10)	2,859.65
Bill	200508128	06/19/2024		Recap Tires (5)	1,309.43
					4,169.08
Check	15810	06/21/2024	Haaker Equipment Co.	Customer # 129 PO# NG-12	
Bill	W1A8AN	06/13/2024		Repairs to NG-12 Vactor Truck	2,011.57
					2,011.57
Check	15811	06/21/2024	HB Staffing/Cathyjon Enterprises, Inc.	Client# 341347	
Bill	4404350	06/13/2024		Administrative Assistant 06/05/24 - 06/06/24	477.75
					477.75
Check	15812	06/21/2024	Orange County Sanitation District	MCSO May Permit Fees 2024	
Bill	Permit Fees May-2024	05/31/2024		Permit Fees May-2024	28,077.96
					28,077.96
Check	15813	06/21/2024	Snap-On Tools	PO# 28545	
Bill	06142490571	06/14/2024		Adaptor (1), 3/4DR Impact Universal Joint (1), 1/2DR Imp SWV Joint Ball Type (2)	470.34
					470.34
Check	15814	06/21/2024	SoCal Auto & Truck Parts, Inc.		
Bill	612504	06/10/2024		Silicone Coolant Hose (1) for NG-4	157.70

				Silicone Coolant Hose (1)	157.70
				Water Pump (1), Radiator Hose (1), NAPA Green Cooling (1), Hose Clamp (2), Serpentine Belt (1) f...	160.22
Bill	612873	06/14/2024			475.62
Check	15815	06/21/2024	Southern California Edison		
Bill	700884706025 6/24	06/18/2024		Cedarwood 5/17/24 - 6/17/24	7,125.12
Bill	700472251517 061924	06/19/2024		Willow June-2024	324.53
				Brookhurst June-2024	181.27
				Hammon June-2024	963.75
				Westminster June-2024	1,070.33
					9,665.00
Check	15816	06/21/2024	Spectrum Enterprise (Time Warner Cable)		
Bill	1162435050924	05/09/2024		May-2024	1,349.00
Bill	0973956052024	05/20/2024		May-2024	102.04
Bill	1162435060924	06/09/2024		June-2024	1,349.00
					2,800.04
Check	15817	06/21/2024	Staples Business Credit	Acct # 10181543LA	
Bill	7000772237	05/25/2024		Office Supplies May-2024	1,015.07
					1,015.07
Check	15818	06/21/2024	TEC Of California, Inc.		
Bill	1450514L	06/11/2024		Coolant PO (2), Lube Filter (4), Fuel Filter (3), Air Filter (1), Valve (2), Relay Valve (2)	1,066.47
Bill	1451108L	06/13/2024		Flasher (2), Assy, ASA (2)	328.47
Bill	1451224L	06/14/2024		Battery (3)	378.17
Bill	1448420L	06/18/2024		Torque Rod (4)	724.49
					2,497.60
Check	15819	06/21/2024	UniFirst Corporation		
Bill	2190188010	06/14/2024		June - 2024	255.00
Bill	2190188011	06/14/2024		June - 2024	78.56
Bill	2190188012	06/14/2024		June - 2024	69.66
Bill	2190188013	06/14/2024		June - 2024	16.23
					419.45
Check	15820	06/21/2024	Woodcliff Corporation - Contractor	Project No: 202041	
Bill	Building #18 Jun-24	06/11/2024		Building Project Pay App #18 Jun 2024	71,869.54
					71,869.54
Check	15821	06/21/2024	Woodcliff Corporation - Escrow Account	Account No. 3586554618	
Bill	3586554618 62024	06/11/2024		Building Project #18 Jun 2024 - Retention Payment	3,782.61
					3,782.61
Check Total					\$898,195.85
ACH Payment	90280610202	06/10/2024	Chevron Texaco (Wex Bank)	Acct # 0496-00-525172-3	
Bill	97587783	05/31/2024		May-2024	291.06
				May-2024	245.22
				May-2024	217.46
				May-2024	849.19
					1,602.93
ACH Payment	1002660988	06/14/2024	CalPERS-Retirement	6882866561	
Bill	05/27/24 - 06/09/24	06/09/2024		Earned Period 05/27/24 - 06/09/24	1,827.92
				Earned Period 05/27/24 - 06/09/24	3,192.25
				Earned Period 05/27/24 - 06/09/24	3,506.45
				Earned Period 05/27/24 - 06/09/24	1,337.40
					9,864.02
ACH Payment	1002660989	06/14/2024	CalPERS-Retirement	6882866561	
Bill	05/27/24 - 06/09/24	06/09/2024		Earned Period 05/27/24 - 06/09/24	1,635.65
				Earned Period 05/27/24 - 06/09/24	2,856.47
				Earned Period 05/27/24 - 06/09/24	3,137.63
				Earned Period 05/27/24 - 06/09/24	1,196.73
					8,826.48
ACH Payment	1002660990	06/14/2024	CalPERS-Retirement	6882866561	
Bill	05/27/24 - 06/09/24	06/09/2024		Earned Period 05/27/24 - 06/09/24	129.94
				Earned Period 05/27/24 - 06/09/24	226.93
				Earned Period 05/27/24 - 06/09/24	249.26
				Earned Period 05/27/24 - 06/09/24	95.07
					701.20
ACH Payment		06/14/2024		Funds Transfer 457(b) Salary Reduction	
				Funds Transfer 457(b) Salary Reduction	4,037.61
					4,037.61

ACH Payment		06/14/2024		Funds Transfer 457(b) Salary Reduction	
				Funds Transfer 457(b) Salary Reduction	2,837.47
					2,837.47
ACH Payment	FY24M1086	06/20/2024	Paychex	Acct # Y4807254	
Bill	5597534	06/05/2024		Time & Attendance June 2024	394.38
					394.38
ACH Payment	FY24M1085	06/25/2024	WEX Health Inc	Customer ID 45927	
Bill	0001966205-IN	05/31/2024		Monthly HRA Admin Fee May 2024	30.00
				Monthly HRA Admin Fee May - 2024	48.00
					78.00
ACH Payments Total					\$28,342.09
Payroll		06/12/2024		Employee Payroll	100,994.11
Payroll		06/26/2024		Employee Payroll	90,405.58
Payroll Total					\$191,399.69
Total Disbursements					\$1,117,937.63

Transfers					
Transfer		06/18/2024		Funds Transfer US Bank MM to US Bank CHK	
				Funds Transfer US Bank MM to US Bank CHK	275,000.00
					275,000.00
Transfers Total					\$275,000.00

AGENDA ITEM 7B

Date: July 2, 2024
To: Board of Directors
From: Robert Housley, General Manager
Prepared by: Ashley Davies, Director of Services and Program Development
Subject: Approve the June 24, 2024 Franchise Committee Report

BACKGROUND

The Midway City Sanitary District Franchise Committee met with CR&R on June 24, 2024 at 12:00 PM.

In attendance were:

MCS D Board Director, Tyler Diep
MCS D Board Director, Charlie Chi Nguyen
MCS D Director of Services & Program Development, Ashley Davies
MCS D Board Secretary, Cynthia Olsder
CR&R, Sr. Sustainability Manager, Mike Carey

The following items were discussed:

1. CR&R will continue to set up meetings with customers to talk about the recycling, organics, and food waste programs and how to right size their services.
2. CR&R will add a billing insert about Commercial Recycling Program into the August bill.
3. CR&R will continue following up with Organics customers that need waivers. MCS D will assist in some cases.
4. CR&R will do a soft roll out of the commercial recycling program and explore doing so by geographical areas of Westminster.
5. CR&R will update the Committee on compliance for Organics and Recycling at the next Committee meeting.

The next Franchisee Committee meeting is planned for August 26, 2024, at 12:00 PM.

FINANCIAL IMPACT

No fiscal impact.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve the franchise committee report.

AGENDA ITEM 7C

Date: July 2, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: James H. Eggart, General Counsel

Subject: Approval of and Authorization for General Manager to Execute Professional Services Agreement with Murex Environmental Inc. for Groundwater Investigation and Environmental Services

BACKGROUND

On March 15, 2024, the Santa Ana Regional Water Quality Control Board (RWQCB) issued Investigative Order no. R8-2024-0040 (“13267 Order”) to the Midway City Sanitary District. The 13267 Order directs the District to conduct a subsurface investigation and submit a report concerning volatile organic compounds in soil, soil gas, and groundwater in, and up-gradient of, the sewer in Manley Street associated with discharge from a dry cleaner at the College Park East Shopping Center located at 5234 Lampson Avenue in Garden Grove. The District formerly owned a sanitary sewer in Manley Street, and the property owners allege that contamination in Manley Street, originating from a discharge at the dry cleaner, somehow leaked from the sewer main.

DISCUSSION

Pursuant to the Settlement Agreement entered into by the District in the litigation matter entitled *Jonathan H. Cannon, Trustee of the Cannon Family Trust, et al. v. Midway City Sanitary District, et al.*, United States District Court Central District of California, Case No. 8:21-CV-1072, the District is required perform the required work identified in the 13267 Order. Murex Environmental Inc. has provided a proposal to perform this work at an estimated cost of \$105,580, and the District’s attorneys have prepared a Professional Services Agreement with Murex Environmental Inc. for the Board’s approval. The proposed Professional Services Agreement and Murex Environmental proposal are attached to this Report.

FISCAL IMPACT

The work under the Agreement to comply with the 13267 Order is estimated to cost \$105,580.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve the proposed Agreement with Murex Environmental Inc. to perform the work identified in Santa Ana Regional Water Quality Control Board (RWQCB) issued Investigative Order no. R8-2024-0040 and authorize the General Manager to execute the Agreement on behalf of the District and make minor modifications as necessary.

ATTACHMENTS:

1. Proposed Professional Services Agreement and attached Proposal from Murex Environmental Inc.

PROFESSIONAL SERVICES AGREEMENT

Murex Environmental, Inc.

(Groundwater Investigation and Environmental Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made this 2nd day of July, 2024, by the MIDWAY CITY SANITARY DISTRICT, a public entity (hereinafter referred to as “DISTRICT”) and MUREX ENVIRONMENTAL, INC., California corporation, (hereinafter referred to as “CONTRACTOR”). DISTRICT and CONTRACTOR are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

The following recitals are a substantive part of this Agreement:

- A. This Agreement is entered into pursuant to authorization of the Midway City Sanitary District Board of Directors, dated July 2, 2024.
- B. DISTRICT has determined there is a need to retain the professional services of a qualified company to provide the DISTRICT with professional groundwater investigation and environmental services in response to the Santa Ana Regional Water Quality Control Board (RWQCB) Investigative Order no. R8-2024-0040, dated March 15, 2024 (the “Project”).
- C. CONTRACTOR has submitted to DISTRICT a proposal, dated June 5, 2024, to provide DISTRICT with professional services to complete the Project (the “Proposal”).
- D. CONTRACTOR represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide professional services to DISTRICT for the Project and has agreed to provide such services as provided herein. DISTRICT does not have the personnel, training, certification, or specialized technical expertise necessary to perform the work and services contracted for herein.
- E. DISTRICT desires to retain CONTRACTOR to provide professional services for the Project.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term and Termination. This Agreement shall cover services rendered from the full execution of this Agreement through completion of the tasks outlined in CONTRACTOR’s Proposal, unless earlier terminated by DISTRICT. This Agreement may be terminated by DISTRICT without cause upon thirty (30) days written notice. In such event, the DISTRICT will compensate CONTRACTOR for work performed to date in accordance with Section 3.4 of this

Agreement. CONTRACTOR is required to present evidence to support performed work completion.

2. Services to be Provided and Standard of Performance.

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, CONTRACTOR agrees to provide and perform professional environmental services in response to the Santa Ana Regional Water Quality Control Board (RWQCB) Investigative Order no. R8-2024-0040, dated March 15, 2024, as set forth in the Proposal, which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to DISTRICT entering into this Agreement, CONTRACTOR acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. CONTRACTOR represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of DISTRICT. The Proposal and this Agreement do not guarantee any specific amount of work.

2.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and (2) the Proposal submitted to the DISTRICT, which shall both be referred to collectively hereinafter as the “Contract Documents.” The CONTRACTOR’s Proposal is attached hereto as Exhibit “A” and is hereby incorporated by reference and made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the CONTRACTOR’s Proposal (Exhibit “A”).

2.3 Compliance with Law. CONTRACTOR shall comply at all times during the term of this Agreement with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including without limitation all applicable fair labor standards and Cal/OSHA requirements. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If CONTRACTOR performs any Work or Services in violation of such laws, rules, and regulations, CONTRACTOR shall be solely responsible for all penalties and costs arising therefrom. CONTRACTOR shall defend,

indemnify, and hold DISTRICT, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

2.4 Licenses, Permits, and Fees. Except for permits from property owners to be obtained by DISTRICT as expressly provided in the Proposal, prior to performing any Services or Work hereunder CONTRACTOR shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. CONTRACTOR represents and warrants to DISTRICT that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for CONTRACTOR to perform the Work and Services under this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold DISTRICT, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

2.5 Familiarity with Work. By executing this Agreement, CONTRACTOR warrants that: (1) it has thoroughly investigated and considered the Scope of Work or Services to be performed; (2) it has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR represents and maintains that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by DISTRICT, it shall immediately inform DISTRICT of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from DISTRICT.

2.6 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by DISTRICT, except such losses or damages as may be caused by DISTRICT's own negligence.

2.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

3. Compensation.

3.1 Contract Amount. For the Services and Work rendered pursuant to this Agreement, CONTRACTOR shall be compensated by DISTRICT for the Services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional rates and charges set forth in the Proposal (Exhibit "A"). CONTRACTOR estimates that the total cost to complete the Project will not exceed the total estimated maximum contract amount of One Hundred Five Thousand Five Hundred Eighty Dollars and 00/100 cents (\$105,580.00) (hereinafter referred to as the "Estimated Maximum Contract Amount"). If CONTRACTOR anticipates that the Work to complete the Project will cause the Estimated Maximum Contract Amount to be exceeded, it shall immediately provide written notice to DISTRICT and provide an updated estimate of the total cost of the Services and Work it anticipates will be required to complete the Project. CONTRACTOR shall not perform Services or Work costing more than the Estimated Maximum Contract Amount without prior written approval of the DISTRICT. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the DISTRICT and will only be approved if such expenses are also specified in the Proposal.

3.2 Payment. For Work or Services under this Agreement, payment shall be made in arrears per invoice for Work completed, subject to the payment provisions set forth in the Proposal (Exhibit "A"). CONTRACTOR shall submit to DISTRICT monthly or periodic statements requesting payment. Such requests shall be based upon the amount and value of the Services performed by CONTRACTOR under this Agreement and shall be prepared by CONTRACTOR and accompanied by such reporting data including a detailed breakdown of all costs incurred and tasks performed during the period covered by the statement, as may be required by DISTRICT. Invoices shall be submitted on or about the first business day of each month, for Services provided the prior month. DISTRICT shall use reasonable efforts to make payment to CONTRACTOR within forty-five (45) days after the date of the invoice or as soon thereafter as reasonably practicable.

3.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by DISTRICT and agreed to by CONTRACTOR, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees.

3.4 Termination. DISTRICT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by DISTRICT, then the provisions of paragraph 3 would apply to that portion of the work completed.

3.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Midway City Sanitary District Board of Directors for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to DISTRICT.

4. **Insurance requirements.**

4.1 **Commencement of Work.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the DISTRICT. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the DISTRICT of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 **Workers Compensation Insurance.** During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 **Insurance Amounts.** CONTRACTOR and all subcontractors shall procure and maintain insurance acceptable to DISTRICT. Unless otherwise agreed or waived in writing by DISTRICT's General Manager, CONTRACTOR and all subcontractors shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability and employer's liability in an amount of \$2,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A- Class VII or better, as approved by the DISTRICT.

(b) Automobile liability in an amount of \$1,000,000.00 combined single limit: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A- Class VII or better, as approved by the DISTRICT.

(c) Professional negligence errors and omissions in an amount not less than \$2,000,000 per claim or occurrence. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event the policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination, cancellation, or material change in the policy, CONTRACTOR shall obtain continuing insurance coverage for the prior acts or omissions of CONTRACTOR during the course of performing Services under the term of the Agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance

and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respect to DISTRICT, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. Non-Liability of Officials and Employees of the District. No official or employee of DISTRICT shall be personally liable to CONTRACTOR in the event of any default or breach by DISTRICT, or for any amount which may become due to CONTRACTOR.

6. Conflict of Interest. No officer or employee of the DISTRICT shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. CONTRACTOR represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

7. Covenant Against Discrimination. In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. CONTRACTOR shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8. Independent Contractor.

(a) The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make CONTRACTOR a DISTRICT employee. During the performance of this Agreement, CONTRACTOR and its officers, employees, and agents shall act in an independent capacity and shall not act as DISTRICT officers or employees. CONTRACTOR will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither DISTRICT nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of CONTRACTOR or any of its officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR, its officers, employees or agents, shall not maintain a permanent office or fixed business location at DISTRICT's offices. DISTRICT shall have no voice in the selection, discharge, supervision, or control of CONTRACTOR's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. DISTRICT shall not in any way or for any purpose be deemed to be a partner of CONTRACTOR in its business or otherwise a joint venturer or a member of any joint enterprise with CONTRACTOR.

(b) CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability against DISTRICT, or bind DISTRICT in any manner.

(c) No DISTRICT benefits shall be available to CONTRACTOR, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to CONTRACTOR as provided for in this Agreement, DISTRICT shall not pay salaries, wages, or other compensation to CONTRACTOR for the performance of any Work or Services under this Agreement. DISTRICT shall not be liable for compensation or indemnification to CONTRACTOR, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the DISTRICT has financial obligations, other than pursuant to Section 3 herein, of any nature relating to salary, taxes, or benefits of CONTRACTOR's officers, employees, representatives, agents, or subconsultants or subcontractors, CONTRACTOR shall defend, indemnify, and hold harmless DISTRICT from and against all such financial obligations.

9. Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; or (ii) five (5) business days after the date of posting by the United States Post Office if by mail. These addresses shall be used for delivery of service of process.

(CONTRACTOR) Murex Environmental, Inc.
Attn: Mr. Jeremy R. Squire, P.E.
1 Corporate Park, Suite 101
Irvine, California 92606
jeremysquire@murexenv.com
(714) 508-0800

(DISTRICT) Midway City Sanitary District
Attention: Robert Housley, General Manager
14451 Cedarwood Street
Westminster, CA 92863
rhousley@midwaycitysanitaryca.gov
(714) 893-3553

(WITH COPY TO) Midway City Sanitary District
Attention: General Counsel
14451 Cedarwood Street
Westminster, CA 92863

10. Schedule of Performance.

10.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by CONTRACTOR is an essential condition of this Agreement. CONTRACTOR shall prosecute regularly and diligently the Services according to the agreed upon Schedule of Performance.

10.2 Schedule of Performance. CONTRACTOR shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance set forth in the Proposal (Exhibit "A"), or otherwise mutually agreed upon by the Parties. When requested by CONTRACTOR, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the DISTRICT; however, the DISTRICT shall not be obligated to grant such an extension.

10.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the DISTRICT, if CONTRACTOR, within ten (10) days of the commencement of such delay, notifies the DISTRICT's General Manager in writing of the causes of the delay. The General Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the General Manager such delay is justified. The General Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall CONTRACTOR be entitled to

recover damages against the DISTRICT for any delay in the performance of this Agreement, however caused, CONTRACTOR's sole remedy being extension of the Agreement pursuant to this section.

11. Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for DISTRICT to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the DISTRICT. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of DISTRICT. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to DISTRICT for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and DISTRICT. All persons engaged in the work will be considered employees of CONTRACTOR. DISTRICT will deal directly with and will make all payments to CONTRACTOR.

12. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (at CONTRACTOR's sole cost and expense), protect and hold harmless the Midway City Sanitary District and its board members, officers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (CONTRACTOR's employees included) and damage to property, which Claims arise out of the negligence, recklessness or willful misconduct of CONTRACTOR, its agents, employees, or subcontractors, or arise from CONTRACTOR's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"). CONTRACTOR's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the DISTRICT and its board members, officers, directors, officials, employees, or agents.

CONTRACTOR shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, CONTRACTOR will defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not CONTRACTOR is named as a party to the Claim proceeding. The determination whether a Claim may "arise out of, pertain to, or relate to" Indemnified Claims shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness or willful misconduct of Consultant to any extent, then DISTRICT will reimburse CONTRACTOR for the reasonable costs of defending the Indemnified Parties against such Claims, except DISTRICT shall not reimburse CONTRACTOR for attorneys' fees, expert fees, litigation costs and expenses as were incurred defending CONTRACTOR or any parties other than Indemnified Parties against such Claims.

CONTRACTOR'S liability for indemnification hereunder is in addition to any liability CONTRACTOR may have to DISTRICT for a breach by CONTRACTOR of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR'S indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

CONTRACTOR'S indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

13. Reports.

(a) Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by CONTRACTOR pursuant to or in connection with this Agreement, shall be the exclusive property of DISTRICT. CONTRACTOR shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to District the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of DISTRICT, and all publication rights are reserved to DISTRICT.

(b) All Reports prepared by CONTRACTOR may be used by DISTRICT in execution or implementation of:

- (1) The original Project for which CONTRACTOR was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original Project; and/or
- (4) Other DISTRICT projects as appropriate.

(c) No Report, information or other data given to or prepared or assembled by CONTRACTOR pursuant to this Agreement shall be made available to any individual or firm by CONTRACTOR without prior approval by District.

14. Reserved.

15. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other

default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

16. Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

17. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

18. California Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

19. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

20. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by DISTRICT and CONTRACTOR.

21. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

22. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the

provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

23. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same counterpart. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) original document. These counterparts may be transmitted by facsimile or Portable Document Format (PDF), with the originals to be thereafter provided by the Parties. Such facsimiles or electronic copies shall be deemed original signatures.

IN WITNESS THEREOF, these parties have executed this Agreement as of the date first written above.

“DISTRICT”

MIDWAY CITY SANITARY DISTRICT,
a public entity

By: _____
Robert Housley
General Manager

APPROVED AS TO FORM:

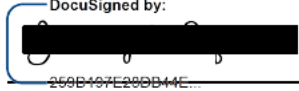
General Counsel
Midway City Sanitary District

“CONTRACTOR”

MUREX ENVIRONMENTAL, INC.,
a California corporation

By:  _____
Name: **Paris Hajali**

Title: **President**

By:  _____
Name: **Jeremy R Squire**

Title: **Secretary**

Tax ID No. **27-1108890**

**EXHIBIT "A" TO AGREEMENT
CONTRACTOR'S PROPOSAL**



June 5, 2024

File Number: TBD

Midway City Sanitary District
c/o Robert Housley, General Manager
14451 Cedarwood Street
Westminster, California 92683

Attention: Mr. Robert Housley

Subject: **Proposal for Groundwater Investigation and Environmental Services**
Manley Street, Midway City, CA

Dear Mr. Housley:

Murex Environmental, Inc. (Murex) has prepared this proposal for your review and approval to provide environmental services in response to the Santa Ana Regional Water Quality Control Board (RWQCB) Investigative Order no. R8-2024-0040, dated March 15, 2024 (“the Order”). The Order requests that Midway City Sanitary District (“Midway”) conduct a subsurface investigation and submit a report concerning volatile organic compounds (VOCs), specifically tetrachloroethene (PCE), in soil, soil gas, and groundwater in, and up-gradient of, Manley Street (“Site”; **Figure 1**) associated with its use and discharge from a dry cleaner at the College Park East Shopping Center located at 5234 Lampson Avenue in Garden Grove, California. Manley Street is a public right-of-way to the east of the shopping center. Midway formerly owned a sanitary sewer in Manley Street, and the owners of the dry cleaners allege that contamination in Manley Street, originating from a discharge at the dry cleaner, somehow leaked from the sewer main.

Murex understands that the project stakeholders are seeking review and consultation regarding the best path forward for the resolution of the Site environmental condition and that Murex will provide the data collected from this investigation to Aquilogic, Inc.

The objectives of the investigation program is to provide data that will assist with:

- Delineation of the magnitude and extent of Site PCE contamination in soil, soil vapor, and groundwater in Manley Street.
- Differentiation and causes of PCE contamination previously identified in Manley Street.

- Development of cost estimates to address PCE contamination in Manley Street.

SCOPE OF WORK

The proposed scope of work herein will provide the stakeholders information to 1) assess the potential for environmental risks by VOCs, namely PCE; 2) evaluate contaminant transport pathway groundwater flow direction and gradient and determine the relationship between migrating mass and soil vapor concentrations; and 3) further characterize the lateral soil vapor VOC impacts down-gradient of the dry cleaners. The following sections provide a description of the proposed scope, estimated schedule, and estimated costs to complete the scope of work. In support of the proposed scope of work, the following tasks will be completed:

Task 1: Pre-Field Activities

Prior to field mobilization, the following preliminary tasks are proposed:

1. Health and Safety – Murex will prepare a Site-specific Site Health and Safety Plan (HASP) to properly address the activities associated with the proposed scope of work.
2. Permitting
 - a. Murex will obtain the required County permits for the proposed groundwater monitoring wells and borings.
 - b. Prepare traffic control plans (TCPs) and encroachment permit application packages for the County of Orange.
 - c. Procure encroachment closure permits from the city of Garden Grove. Murex has included an estimated permit cost based on wight total days of work in the Manley Street including one day as a contingency
3. Mark-Out – Murex will visit the Site to identify and mark the proposed boring locations in white paint. At that time, the proposed locations may be moved if necessary to provide safe working access.
4. Utility Clearance
 - a. Murex will notify Underground Service Alert (“USA”; DigAlert) of the impending subsurface work at least 72 hours prior to the start of drilling. USA will mark the locations of public and private utilities on public property, and note where utilities enter private land.
 - b. Murex will contract with a private utility locating company to review the USA DigAlert markings and conduct a utility locating survey with geophysical equipment to note any additional utilities in the study area.

5. Notifications – Murex will notify the client at least one week prior to the start of field work. Murex will also notify the City and County within the required time frame prior to start of field work.
6. Subcontractor Procurement – Retain a utility locator, drilling contractors, analytical laboratory, traffic control, surveyor, and a disposal contractor for the proposed scope of work described herein.

Task 2: Groundwater Investigation

To further characterize PCE impacted groundwater beneath Manley Street and down-gradient of the dry cleaners, two sets of co-located monitoring wells will be installed approximately 55 feet south of existing MW-14 on the west side of Manley Street; and approximately 100 feet west-northwest of existing MW-14 in the shopping center parking lot (**Figure 1**).

- The proposed groundwater monitoring wells will be advanced using hollow stem auger drilling equipment to an approximate depths of 20 and 40 ft-bgs. The total depth of the wells and screened interval may be adjusted in order to capture the target saturated zone. The proposed groundwater monitoring wells will be located as co-located shallow and deep wells in Manley Street.
- The surface at each boring location will be cored prior to boring advancement. Boring locations will be advanced via hand auger to a depth of at least 5 ft-bgs prior to drilling as a safety precaution for clearance of underground utilities.
- Soil will be logged continuously logged in the deeper well borings and samples collected for laboratory analysis at 5-foot intervals. At the adjacent shallow borings, soil samples will be collected at 5-foot depth intervals to confirm the lithology identified at the deeper boring. Selected soil cuttings will be screened in the field for VOCs utilizing a portable photo-ionization detector (PID).
- Conversion of the borings to groundwater monitoring wells. The new wells will be constructed with 2-inch PVC casing with 0.010-inch slot screens and #2/12 sand filter pack and will be screened with slotted casing at approximately 10-20 ft-bgs for the shallow wells and at approximately 30-40 ft-bgs for the deeper wells, subject to verification of lithology, which can vary slightly across the Site. The sand pack will extend one-foot above the screened intervals, and a two-foot seal of hydrated bentonite placed above the sand pack. The remaining annular space will be sealed with cement grout. The wells will be completed at ground surface with locking well cap and a traffic-rated well box set in a concrete apron.

- Four soil samples from each deeper boring plus one soil sample from each adjacent shallow boring, and a blind duplicate samples from the deeper boring will be collected for laboratory analysis.
- All soil samples will be analyzed at a fixed location ELAP certified laboratory for the following:
 - VOCs using USEPA Method 8260B/5035
 - Total Organic Carbon (TOC) by USEPA Method 9060
 - Nitrate/nitrites by US Environmental Protection Agency (USEPA) Method 300
- The newly installed groundwater monitoring wells will be developed and purged using a surge block to bring residual fines into the well annulus and further settle the filter pack. The well will then be bailed and pumped to remove the fines and until the purged water is free from suspended solids and field water quality parameters (i.e., pH, temperature, and electrical conductivity [EC]) have stabilized.
- The newly-installed groundwater monitoring wells will be surveyed by a California-licensed surveyor relative to the appropriate city/county benchmarks. The licensed surveyor will make the longitude and latitude measurements with a Global Positioning System (GPS) instrument in compliance with GeoTracker requirements and in accordance with Assembly Bill 2886.
- A minimum of 72 hours after development, groundwater samples will be collected from the four new monitoring wells. As directed in the Order, Murex will also sample existing wells MW-4, MW-5, MW-11, MW-12, MW-13, and MW-14. Prior to groundwater sample collection, the monitoring wells will be purged of three casing volumes of groundwater or until field water quality parameters have stabilized, and the purged water is no longer turbid, whichever occurs first. Samples will then be collected using a low flow pump or disposable bailers and placed in an ice-chest for transport under chain-of-custody documentation to the analytical testing laboratory.
- Investigative-derived waste (IDW) including soil cuttings, decontamination and purge water will be placed in a 55-gallon drums. The drums will be temporarily stored on-Site during waste profiling, and will be transported and disposed of at an appropriate waste disposal or recycling facility selected based on the waste management profile. Murex will collect one soil and one liquid sample for waste profiling purposes to be analyzed for VOCs, total petroleum hydrocarbons, and Title 22 metals, using USEPA Methods 8260B, 8015B, and 6010B/7471A, respectively.

- Collected groundwater samples will be analyzed by a State Environmental Laboratory Accreditation Program (ELAP) - certified laboratory. The groundwater samples will be analyzed for:
 - VOCs via USEPA Method 8260B
 - Dissolved Oxygen, SM 4500
 - Redox potential, SM2580B
 - Turbidity (field meter)
 - pH (field meter)

Task 3: Soil Vapor Investigation

This task will address the data gaps regarding the extent of VOCs within the vadose zone, and supplement the understanding of subsurface lithology above groundwater and possible preferential pathways that may exist within the vadose zone. To accomplish these objectives, the Project Team proposes to advance soil borings for the collection and analysis of soil vapor samples. Murex proposes to perform the following activities for this task:

- Seventeen (17) soil vapor borings will be advanced via hand auger on an approximate 30-foot by 30-foot grid in the area immediately south of the shopping center sewer lateral and west of the connection to the sewer main (**Figure 1**). At each location, soil gas samples will be collected at 5 feet bgs.
- Nine (9) of the soil vapor locations in the southeast portion of the shopping center parking lot will be converted to temporary soil gas probes. Per RWQCB guidance, these probes will be sealed with a neat cement grout in lieu of hydrated bentonite, and will be completed with traffic-rated well covers.
- The remaining eight (8) soil vapor locations in Manley Street will be sampled once due to traffic and safety concerns, and the borings will be plugged, and the surface restored.
- The cement or concrete surface at each boring location will be cored prior to boring advancement.
- Boring locations will be advanced via hand auger to a depth of 5.5 ft-bgs for the installation of soil vapor probes at 5 ft-bgs.
- The soil vapor probes will be installed and sampled in accordance with the Department of Toxic Substances Control (DTSC) *Advisory – Active Soil Gas Investigations* document.
- The newly installed soil vapor probes will be allowed at least two days to equilibrate before they are purged and sampled in accordance with DTSC regulatory guidance.

- Murex will collect 19 soil vapor samples (including 10% duplicates) within laboratory-provided SUMMA canisters.
- Prior to sampling, each soil vapor probe will be purged at a duration and rate according to the *DTSC Advisory – Active Soil Gas Investigations* document. Additionally, a shut-in test, verifying that the sampling train is uncompromised and is properly sealed from ambient air, will be conducted prior to each sample collected. During the sampling process, a leak detection compound (such as 1,1-difluoroethane) will be utilized to determine if there are any leaks or breakthrough occurring with the sampling train.
- The soil vapor samples will be submitted to a state-certified laboratory to be analyzed for VOCs by USEPA Method TO-15.

Task 4: PM, Correspondence, Meetings

Murex will perform regular project management activities through the duration of the proposed investigation, which are:

1. Organize and staff project tasks, review technical deliverables, provide regular updates to the client group, attend regular in-house meetings, and oversee the day-to-day needs of the project;
2. Review and update health and safety plans and procedures used in the field to minimize the potential for accidents and/or near-misses as well as to maintain a culture of safe work in all activities connected with this project;
3. Conduct filing, review budgets, and provide regular invoice and project summaries;
4. The proposed scope, assumptions, and cost could be affected by requests/demands made by applicable permitting agencies. Murex will explain the changes, if requested, and provide an estimate of any increased cost prior to implementing any changes.
5. Attend regular meetings with Client and one meeting with Aquilogic.

ESTIMATED SCHEDULE

Murex estimates that **Task 1** will begin upon approval of this proposal. **Tasks 2 and 3** can be completed within 8 weeks depending upon time required for permitting.

ASSUMPTIONS

The following assumptions were used to calculate cost estimates and are integral to the proposal:

- Murex included the anticipated cost of an encroachment permit from the City of Garden Grove for budgeting purposes only. Encroachment permitting requirements are subject to change.
- The proposed drilling and sampling locations will be accessible, and any identified utility conflicts will be resolved with minimal relocation.
- Work hours in Manley Street are limited to 9:00 am to 3:30pm.
- Work will occur during normal business hours, Monday through Friday. Off-schedule investigation work may be arranged at additional cost and with longer lead times.
- The scope of work described herein includes one round of groundwater sampling and one round of soil vapor sampling.
- Murex will provide Aquilogic the raw laboratory analytical data and the survey data.
- Technical reporting by Murex is not included.
- Murex is not responsible for delays outside of our control.
- IDW will be classified as non-hazardous waste and disposed of as such; Murex is not responsible for safeguarding IDW containers.

ESTIMATED COST

Murex will provide the above-described services on a time-and-materials basis according to the attached Standard Terms and Conditions and Fee Schedule. The estimated total costs to implement the proposed scope, described herein, is shown in the table below and is further detailed in the attached **Table I, "Detailed Cost Estimate"**:

Task	Task Description	Estimated Cost
Task 1	Pre-Field Activities and Permitting	\$10,628
Task 2	GWM Well Installation, Development, Sampling, and Survey	\$61,603
Task 3	Soil Vapor Probe Installation and Sampling (Initial)	\$27,635
Task 4	Project Management, Client and Aquilologic Communication	\$5,715
Total Estimated Cost		\$105,580

Client attorney-requested meetings and conferences will be billed on a Time-and-Materials basis.

CLOSING

If the above arrangements are satisfactory to you, please indicate your acceptance by signing and returning one copy of this letter. When accepted by you, this proposal together with the attached Standard Terms and Conditions and Standard Fee Schedule will constitute our Agreement.

If you have any questions regarding this proposal, please do not hesitate to contact the undersigned at (714) 508-0800.

Sincerely yours,
Murex Environmental Inc.



Jeremy R Squire
Jeremy R Squire, P.E.
Vice President

This Proposal, as well as the terms and conditions and fee schedule are understood and accepted:

Midway City Sanitary District

By _____
(Authorized signature)

By _____
(Print or type name)

Title _____

Date _____

Phone and Email _____

Attachments:

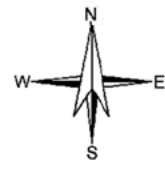
1. Figure 1 – Site Plan Showing Proposed Sampling Locations
2. Detailed Cost Estimate
3. RWQCB Investigative Order, March 15, 2024
4. Standard Terms and Conditions
5. Standard Fee Schedule



LEGEND

- 4 PROPOSED GROUNDWATER MONITORING WELL
- PROPOSED SOIL VAPOR PROBE
- 4 EXISTING GROUNDWATER MONITORING WELL

REFERENCE
 Roux Associates, Inc., 2021. Well Installation, Development, and Initial Sampling Report. October 20.
 Google Earth, 2024.



0' 20' 40'

MANLEY STREET
 MIDWAY CITY, CALIFORNIA

SITE PLAN SHOWING PROPOSED
 SAMPLING LOCATIONS



FIGURE
 1



Santa Ana Regional Water Quality Control Board

March 15, 2024

Kenneth J. Robbins Jr.
General Manager
Midway City Sanitary District
14451 Cedarwood Avenue
Westminster, CA 92683
(krobbins@mcsandst.com)

**INVESTIGATIVE ORDER NO. RB-2024-0040-DIRECTIVE TO CONDUCT
SUBSURFACE INVESTIGATION AND SUBMIT A REPORT CONCERNING
VOLATILE ORGANIC COMPOUNDS IN SOIL, SOIL GAS, AND GROUNDWATER
FOR 5234 LAMPSON AVENUE, GARDEN GROVE, ORANGE COUNTY,
CALIFORNIA- PURSUANT TO CALIFORNIA WATER CODE SECTION 13267
(GEOTRACKER ID NO. T10000010247; PCA NO. 2080161)**

Dear Mr. Robbins:

Our May 18, 2022 correspondence¹ documented our comments on the "Revised Final Workplan to Characterize the Magnitude and Extent of Perchloroethylene (PCE) Contamination in Off-Site Soil and Groundwater" (Work Plan) associated with the Your Cleaners and Laundry facility, located at 5234 Lampson Avenue in Garden Grove (Site). The Work Plan was submitted on May 3, 2022 by Midway City Sanitary District's (District) consultant Aquilogic, Inc. (Aquilogic), on behalf of the District. The Work Plan was submitted to address the requirements set forth in our November 2, 2020 directive² to evaluate the source of the Manley Street PCE groundwater plume. Our May 18, 2022 correspondence included a deadline to begin the approved field work no later than July 18, 2022 and submit a report of findings, documenting the results of investigation within 60 days of completion of the field work. To date, the approved scope of work per the Work Plan has not been completed.

¹ Santa Ana Regional Water Quality Control Board (Santa Ana Water Board) Comments on "Revised Final Workplan to Characterize the Magnitude and Extent of Perchloroethylene (PCE) Contamination in Off-Site Soil and Groundwater" for Your Cleaners and Laundry at 5234 Lampson Avenue, Garden Grove, California (Global ID No. T10000010247; PCA No. 2080161), dated May 18, 2022.

² Santa Ana Water Board, Corrected Copy of Investigative Order No. R8-2020-0047 - Directive to Conduct Subsurface Investigation and Submit a Report Concerning Volatile Organic Compounds in Soil, Soil Gas, and Groundwater for 5234 Lampson Avenue, Garden Grove, Orange County, California - Pursuant to California Water Code Section 13267 (GeoTracker ID# T10000010247; PCA # 2080161), dated November 2, 2020.

KR1sr1NE MURRAY, CHAIR | JAYNE Joy, EXECUTIVE OFFICER

Mr. Kenneth J. Robbins Jr.
Midway City Sanitary District

- 2 -

March 15, 2024

Background

Based on available records, the Site was developed in 1971 with the current retail shopping center. Dry-cleaning operations have been conducted at the Site since 1972 and continue to operate within the same suite. Based on the historical Site documents including a February 20, 2004 correspondence from Mr. John Modaffari and Mr. Jonathan Cannon and a February 2, 2018 Work Plan for Additional Assessment submitted by Tait Environmental Services, Inc., the original dry-cleaning equipment was replaced sometime in 1992/1993 with a closed-loop dry-cleaning unit. The equipment was replaced in 1997 and 2007, according to historical Site reports. Tetrachloroethene PCE, a.k.a. perchloroethylene) was used in dry-cleaning operation at the Site until 2007, when the dry-cleaning unit switched to petroleum solvent closed-loop system.

Based on available records, the Site was owned by TOE, Inc. until 1989. On April 7, 1989, change of property ownership was recorded with the County of Orange to finalize the sale of the property to Mr. Richard Liska. On January 14, 1992, change of property ownership was recorded with the County of Orange to finalize the sale of the property to the C&M Family Trust, the current property owners.

On July 11, 2019, C&M Family Trust withdrew from the voluntary cleanup program with respect to the Manley Street PCE release because they believed the source was the result of a release from the sewer. The Santa Ana Water Board responded to the correspondence on July 18, 2019, reiterating that investigation of groundwater and soil gas was necessary for the protection of public health and the environment and historical dry-cleaning operations at the Site is the only known source of PCE identified beneath Manley that can be scientifically substantiated. On September 17, 2019, C&M Family Trust sent another letter with the same request. Since this request was addressed in the first response, the Santa Ana Water Board did not issue an additional response. A third request was submitted on July 10, 2020. As stated in our response to your first request, the Santa Ana Water Board staff does not acknowledge a lack of liability for the release in Manley Street for current and future property owners. As stated in our August 13, 2020 response, there is no scientifically substantiated data to support this request.

On November 2, 2020, the Santa Ana Water Board issued an investigative order to the current and former property owners, C&M Family Trust and Mr. Liska, requiring investigative work to be done to determine the source and extent of pollutants in the Manley Street area. Due to ongoing litigation regarding liability of the source of the Manley Street PCE groundwater plume between C&M Family Trust and the District, the District submitted a Work Plan to the Santa Ana water Board, even though it had not been named on the investigative order.

Aquilogic submitted the Work Plan on May 3, 2022, on behalf of the District, to evaluate the source of the Manley Street PCE groundwater plume and address the requirements set forth in our November 2, 2020 directive. To date, the work proposed in the Work Plan has not been completed or documented in the requested report of findings to the Santa Ana Water Board.

Mr. Kenneth J. Robbins Jr.
Midway City Sanitary District

- 3 -

March 15, 2024

This letter sets forth an order, pursuant to California Water Code Section 13267, requiring that the District complete the work it proposed in its May 3, 2022 submittal. Specifically, this Order requires Midway to conduct an investigation of soil, soil gas, and groundwater beneath the Site and within Manley Street. This letter further contains an explanation of the need for the submittal of an investigation report and cites evidence supporting the requirements.

The Need for the Investigation and Report

The Santa Ana Water Board is charged with the protection of the beneficial uses of groundwater in the Orange County Groundwater Management Zone (1995 Water Quality Control Plan, Santa Ana River Basin, updated February 2008, June 2011, February 2016, June 2019, and September 2020). These beneficial uses include municipal, domestic supply, industrial service supply, and industrial process supply. The Santa Ana Water Board is also charged with the protection of human health. Therefore, in order to protect the beneficial uses of the groundwater beneath and surrounding the Site as well as protect public health, the District is hereby ordered to: (1) define the extent and magnitude of the volatile organic compounds (VOCs) contamination in soil, soil gas, and groundwater associated with the Manley Street PCE impacts; and (2) submit a report of findings.

Based on historical investigation activities conducted to date, VOCs have been detected in groundwater and soil beneath the Site and within Manley Street above their respective environmental screening levels³ (ESLs). Historical dry-cleaning operations utilized PCE in their operations and spent PCE was discharged to the sewer from the dry-cleaning unit. To date, the Santa Ana Water Board has not received adequate technical information to determine that the VOC plume in the vicinity of Manley Street is not associated with the dry-cleaning operations at the Site. Specifically, neither C&M Family Trust, nor other potential responsible parties have provided supporting lines of evidence to determine the source of voes detected in the vicinity of well MW-14 in Manley Street. However, some data reviewed as part of the ongoing investigation at the Site, indicates that the sewer line in Manley Street may be the source of the release of contaminants and further information is needed to characterize and confirm the lateral and vertical impacts beneath Manely Street. Because of the potential relationship between the sewer line and the contamination, this Order is being directed to the District, as owner and operator of the sewer line.

Required Investigation

1. By **April 12, 2024**, submit a groundwater monitoring plan to conduct quarterly groundwater monitoring and sampling for a minimum of four quarters, starting with the second quarter 2024. The groundwater monitoring plan must, at a minimum, include existing on- and off-Site wells within and downgradient of the

³ San Francisco Bay Regional Water Quality Control Board, Environmental Screening Levels; January 2019.

Mr. Kenneth J. Robbins Jr.
Midway City Sanitary District

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March 15, 2024

Manley Street PCE groundwater plume (i.e., MW-4, MW-5, MW-11, MW-12, MW-13, and MW-14) and coordinate the groundwater sampling event and share data with C&M Family Trust. At a minimum, groundwater samples must be analyzed for field parameters (i.e. dissolved oxygen, redox potential, turbidity, pH), VOCs, and appropriate geochemical parameters to determine the general chemistry of groundwater samples. Submit quarterly groundwater monitoring reports documenting the results of groundwater monitoring per the following schedule:

<i>Monitoring Period</i>	<i>Report Due</i>
January - March	May 1 st
April - June	August 1 st
July - September	November 1 st
October - December	February 1 st

2. By **June 10, 2024**, complete the field investigation activities as outlined in our May 18, 2022 correspondence, and provide a proposed field schedule no later than April 5, 2024.
3. By **August 16, 2024**, the report documenting the field activities, sampling procedures, and results of the Manley Street PCE investigation shall be submitted to the Santa Ana Water Board under penalty of perjury.

Failure to submit the required information by the specified deadline may subject you to administrative civil liability in the amount of up to **\$1,000 per day** pursuant to section 13268, subdivisions (a) and (b) of the California Water Code (Water Code).

As required by Water Code section 13267, the Santa Ana Water Board has considered the burden and benefits of requiring these reports and has determined that the benefit to water quality and public health outweighs the costs of generating the required reports. Santa Ana Water Board staff, in reliance on best professional judgement and State Water Board data, estimates that compliance with this Order will cost approximately \$100,000. Additionally, if this Site is a source of contamination to groundwater, soil, and soil gas, and the contamination is allowed to continue to impact these media, the cost to remediate the contamination caused by this Site is likely to far exceed the costs of the investigation required by this Order.

Recovery of Regional Board Expenses

California Water Code Section 13365 addresses the billing process for the Board to recover reasonable expenses for overseeing investigation of illegal discharges, contaminated properties, and other unregulated releases that may adversely affect the State's waters. It is the Board's intent to recover such costs for regulatory oversight work conducted in accordance with this Order.

Mr. Kenneth J. Robbins Jr.
Midway City Sanitary District

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March 15, 2024

If you have any questions about this letter, please contact Jessica Law, the case manager, at (951) 782-4381, or by e-mail at jessica.law@waterboards.ca.gov, or you may contact supervisor of our Site Cleanup Program, Mona Behrooz, at (951) 782-3237 or by e-mail at mona.behrooz@waterboards.ca.gov.

Sincerely,



Eric Lindberg, P.G., C.H.G.
Assistant Executive Officer
Santa Ana Regional Water Quality Control Board

cc: Tom Watson - Aquilogic (tom.watson@aquilogic.com)
Timothy A. Colvig - Counsel for Midway City Sanitary District
(TColvig@bwslaw.com)
Patrick Foley - Counsel of City of Garden Grove
(Patrick.Foley@lewisbrisbois.com)
Tiffany Hedgpeth - Counsel for property owners (thedgpeth@edqcomb-law.com)
Meg Maxim - Property Owner (megmax111@aol.com)
Jonathon Cannon - Property Owner (cannon@socal.rr.com)
Chris Rose - Roux (crose@rouxinc.com)
Brett Stone - counsel for former property owner (bstone@paladinlaw.com)
Richard Liska Jr. - former property owner (rliska@verizon.net)
Catherine Hawe - SWRCB, Office of Enforcement ()

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S
i KENNETH J ROBBINS JR
 s MIDWAY CITY SANITARY DISTRICT
a- 0 14451 CEDARWOOD AVENUE
WESTMINSTER CA 92683
a- /

PS Form 3800, January 2023 PSN 7530-02-00000-7 See Reverse for Instructions

MB, JML

MUREX ENVIRONMENTAL INC. STANDARD TERMS & CONDITIONS

Preliminary Statement

Client (as designated in the attached proposal) desires to retain MEI to provide certain environmental services described in the attached proposal or work authorization, and MEI desires to provide such services to Client, subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Scope of Services/Term. Client hereby retains MEI to perform services (the "Services") as requested by Client and specified from time to time on a proposal or work authorization (the first of which is attached). Client acknowledges that MEI will retain consultants, independent contractors, and subcontractors as may be required in connection with the performance of the Services. The term of this Agreement shall commence upon the execution and delivery of this Agreement by MEI and Client, and the Agreement shall continue until terminated, as provided herein.

2. Compensation. (a) Client shall pay MEI for the Services in accordance with the terms of payment set forth in the **attached Fee Schedule** and made a part hereof. MEI reserves the right to update annually the rates and costs set forth on the Fee Schedule.

(b) Compensation paid by Client to MEI for Services covered by a change to the scope of Services or for additional services shall be as provided in paragraph 3 hereof. Compensation for Services upon termination of this Agreement shall be as provided in paragraph 21 below.

3. Payment for Services. (a) Unless otherwise expressly provided in the attached Fee Schedule, invoices will be submitted by MEI after Services have been rendered, or costs have been incurred or entered into MEI's accounts. Unless otherwise requested, invoices will be delivered electronically to contract client's email address.

(b) Client agrees to pay each invoice within 30 days of receipt thereof. It is understood that for each invoice not paid within 30 days of receipt, MEI must finance the costs of performing Services for Client. It is further understood that MEI's rate schedule(s) do not include charges to provide financing to Client. Accordingly, for each invoice not paid within 30 days of receipt by Client, Client agrees to pay MEI an administrative fee of one and one half (1.5%) percent per month, or the maximum rate permitted by law, whichever is less. Such administrative fee will be compounded monthly and applied toward the total amount then owed by Client to MEI. Payment shall be applied first to accrued administrative fees and then to unpaid compensation for Services.

(c) If Client objects to all or any portion of an invoice, Client shall so notify MEI within 15 days of receipt of the invoice and shall, as part of such notice, identify the nature of the objection, and pay when due that portion of the invoice, if any, to which no objection is made. Client shall act in good faith to resolve the objection with MEI, and shall promptly pay each invoice or portion thereof, as objections are resolved. Any objection not made within 15 days of receipt of an invoice, shall be deemed waived. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

4. Change of Scope/Additional Services. (a) In the event of the discovery of a condition or circumstance which alters the scope of Services, or in the event of a request by Client for a change in the scope of Services, MEI shall promptly forward to Client a document in the form of a letter agreement, an amended proposal, a work authorization, or a completed Change Order. Such document shall describe the condition, circumstance or change, and shall, to the extent then known, identify the required changes in scope and estimated increase or decrease in the cost of the Services. Client shall promptly notify MEI of either Client's agreement with the provisions of the document, or identify requested changes to be made in the document. If Client does not respond in a timely fashion as herein described, Client shall be deemed to have executed the document as drafted by MEI. In the event Client makes a timely request for changes in the document and the parties fail to agree to schedule or compensation, either party may suspend the performance of the Services until the parties so agree, or may terminate this Agreement upon notice to the other. Except as otherwise provided herein and in the event of such termination of this Agreement, neither party shall have any further obligation to the other except to pay for services rendered and costs incurred prior to the date of termination.

(b) If Client desires additional services by MEI, a letter agreement, an amended proposal, work authorization or a Change Order shall be completed and signed by Client and MEI. It is acknowledged that the rates and any "not to exceed" amount for the additional services may be different from those set forth in paragraph 2 which shall be amended hereby.

(c) In the event of an emergency requiring immediate action to protect persons or property from injury or damage, and where there is no time for pre-approval of the emergency Services or Client is not available to give its approval, Client agrees that MEI is authorized to perform such emergency Services on a time and materials basis in accordance with MEI's then current rate schedule(s); provided, however, MEI agrees that its personnel shall take only such action as a reasonably prudent professional personnel would take in similar circumstances and, provided further, MEI shall, as soon as reasonably feasible under the circumstances, notify Client of these circumstances.

(d) In the event MEI, or any of its directors, officers, employees or representatives, becomes the recipient of a subpoena or other discovery request in a proceeding, whether legal or administrative, in which MEI is not a party, and which relates to or arises out of the performance of the Services, Client agrees that MEI shall perform such services as may be reasonably required to respond to such subpoena or other discovery request, all in reasonable coordination and cooperation with Client, and such services shall be paid for by Client on a time and materials basis in accordance with MEI's then current rate schedule(s).

5. Client Representative. In accordance with the notice provisions herein, Client shall identify a person to serve as its representative (the "Representative") who shall confer with MEI at all reasonable times regarding matters relating to this Agreement. The Representative shall: (a) act

MUREX ENVIRONMENTAL INC. STANDARD TERMS & CONDITIONS

on Client's behalf in all matters concerning the performance of the Services; (b) be fully acquainted with Client's requirements concerning the Services; and (c) have authority and responsibility to approve any reasonably necessary changes in the scope of Services, (d) render decisions promptly, and (e) furnish required information and documentation expeditiously. All communications between MEI and Client shall be through the Representative. Client may designate a replacement for the Representative upon notice to MEI. MEI shall recognize any such replacement upon receipt of any notice from Client; provided, however, if MEI is required to brief a replacement Representative on any aspect of the Services, the cost of such briefing shall be borne by Client as an additional service on a time and materials basis in accordance with MEI's then current rate schedule(s).

6. Client Obligations. (a) In addition to other obligations of Client hereunder, Client shall secure any approvals or permits from affected landowners or other parties with an interest in real property, access to which may be required by MEI in order to perform the Services. MEI will assist Client in securing such approvals and permits, if appropriate.

(b) In a timely manner, Client shall provide MEI with such information and documentation as Client may have available to it and which relates to the performance of the Services or to the health and safety of MEI or subcontractor personnel engaged in the performance of the Services. Such information includes, without limitation, the presence of any underground utility lines or other man-made objects beneath the ground surface, and the existence at the project site of any petroleum products, hazardous materials, hazardous substances, hazardous wastes, toxic substances, toxic wastes, or other materials regulated under applicable federal, state, or local law. Unless otherwise expressly provided by Client in writing, MEI shall be entitled to rely upon the accuracy and completeness of such information and documentation.

(c) If Client becomes or should have reasonably become aware of any development which is reasonably likely to affect the scope or timing of the performance of Services as contemplated herein, Client shall be responsible for giving prompt notice thereof to MEI. Client shall promptly report to MEI any defects or suspected defects in MEI's Services and will afford MEI the opportunity to correct or otherwise take measures which, in MEI's opinion, will minimize the consequences of the defect or suspected defect.

7. Ownership of Documents and Processes. All final drawings, designs, specifications, reports, and other documents and materials prepared by MEI in connection with the performance of the Services and for delivery to Client are "instruments of service" with respect to the project to which the Services directly relate (the "Project"), and shall become the property of Client upon payment thereof. Such documents and materials are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without prior written approval or adaptation by MEI shall be at Client's sole risk and without liability or legal exposure to MEI. Client agrees to indemnify, defend and hold harmless MEI, its officers, directors, employees, servants, agents and representatives, of from and against all claims, damages, losses and expenses arising out of or resulting there from. Any such approval or adaptation requested by Client will entitle MEI to further compensation at rates to be agreed upon by Client and MEI. The parties do not intend this paragraph to confer any intellectual property rights upon Client. The provisions of this paragraph shall survive the termination of this Agreement.

8. Electronic Media. Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentionally or unintentionally. Accordingly, documents provided to Client in electronic media are for informational purposes only and are not an end product. Client agrees to indemnify, defend, and hold harmless MEI, its officers, directors, employees, servants, agents and representatives of, from, and against any claims, liabilities, losses or damages arising out of the reuse of alteration of electronic media. MEI makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic media or other documents or information transmitted by or through electronic media.

9. Level of Care and Skill. MEI represents that the Services shall be performed, within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by members of the appropriate engineering and related scientific professions, practicing in the same locality, under similar conditions, and as of the time the Services are performed. No other representation, warranty or guarantee, whether express or implied (including, without limitation, the implied warranties of merchantability and fitness for a particular purpose), is included or intended to apply to the Services, or to any report, opinion, or other deliverable prepared in connection with the performance of the Services.

10. Subsurface Risks. Client acknowledges that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain hidden conditions. Environmental, geological, and geotechnical conditions that MEI may infer to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at or near the site, actual conditions may change quickly. Client realizes that these risks cannot be eliminated altogether, but certain techniques can be applied to reduce them to a level that may be tolerable. The services included in this Agreement are those which Client agreed to, or selected, consistent with Client's risk preferences and other considerations.

11. Damage to Underground Structures. Client agrees to furnish right of entry and permission for MEI to enter property necessary for it to perform surveys, borings, and other investigations, including subsurface explorations pursuant to the scope of the Services. MEI shall take reasonable precautions to minimize damage to the property and exercise reasonable care when locating underground structures in the vicinity of proposed subsurface explorations. If MEI is required to restore the property or subsurface conditions or structures to its former condition, the cost thereof, plus 15.0% shall be added to the fee charged by MEI. Client shall indemnify, defend, and hold harmless MEI, its officers, directors, employees, servants, agents and representatives of, from any and all claims, damages, losses, and expenses (including attorneys' fees), arising out of or resulting from any such damage, except to the extent caused by MEI's negligence.

12. Environmental Samples. Environmental samples collected (including but not limited to soil and water samples), as well as drilling cuttings, water and other fluids produced during the performance of the Services, are the property of Client. MEI is not required to preserve such samples unless agreed upon in writing. Should any of the samples be contaminated by hazardous substances or suspected hazardous substances, MEI shall, upon the expiration of the above-referenced preservation time, if applicable, return the samples to Client for transportation, treatment, and/or disposal at Client's cost and in such manner as Client may elect. Client agrees to pay MEI any applicable costs resulting from handling, storage, and return shipment on a time and materials basis in accordance with MEI's then current rate schedule(s) as of the date such Services are performed.

MUREX ENVIRONMENTAL INC. STANDARD TERMS & CONDITIONS

13. Services During Construction. If MEI provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including visits to the site, will be to enable MEI to better perform the duties and responsibilities assigned to and undertaken by it as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of contractors will conform generally to the contract documents. MEI shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over contractors' work nor shall MEI have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by the contractors or safety precautions and programs incident to the work of contractors or for any failure of contractors to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors furnishing and performing their work. MEI does not guarantee the performance of the construction contract by the contractors, and does not assume responsibility for contractors' failure to furnish and perform their work in accordance with the contract documents.

14. Confidentiality. In connection with the performance of the Services under this Agreement, it may be necessary for Client to disclose certain confidential information to MEI, and for MEI to disclose certain confidential information to Client. All confidential information shall be designated in writing as "confidential" by clear marking. Any and all oral communications between Client and MEI in furtherance of this Agreement shall be presumed to be confidential information. Each party agrees not to disclose any such confidential information to any third party, other than those employees and subcontractors of MEI who have a need to know, unless: (a) disclosure is required by applicable law, rule, regulation, ordinance, code, standard, or court order and, if so, advance notice of intent to disclose is given to the other party; (b) the confidential information was actually and demonstrably known to the disclosing party before it was obtained from, or developed in cooperation with, the other party; (c) the confidential information is or becomes available to the public in general; (d) the information is obtained or acquired by the disclosing party from a third party who is not under any direct or indirect obligation of confidentiality to the other party; or (e) a written release is obtained by the disclosing party from the other party, which release shall not be unreasonably withheld, delayed, or conditioned. The provisions of this paragraph shall continue to be binding upon the parties for a period of two years beyond the termination of this Agreement, unless otherwise expressly agreed in writing.

15. Safety. MEI shall be responsible for its employees' activities on the project site. MEI's subcontractors shall be responsible for their own activities on the project site. Notwithstanding the foregoing, Client and its independent contractors (other than MEI) remain liable for maintaining a safe project site.

16. Audit. All billing and invoice data developed in connection with the performance of the Services shall be subject to audit by Client at MEI's offices during regular business hours. MEI shall permit Client or its representative to have access to all relevant books, records and information to verify billing for a period of one year beyond the date of Client's receipt of the final invoice for the applicable Services rendered.

17. Insurance. (a) MEI shall maintain the following insurance, evidence of which will be provided to Client, upon request:

- (i) Workers' compensation and disability benefits covering MEI's employees, as required by law;
- (ii) Comprehensive general liability and employer's liability, written on an occurrence basis, in the amount of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate;
- (iii) Automobile liability in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage, covering motor vehicles owned, non-owned, hired or otherwise used by MEI in connection with the performance of the Services; and
- (iv) Professional liability in the amount of \$2,000,000.00 per claim.

(b) MEI agrees to cause its insurer(s) to name Client as an additional insured on the comprehensive general liability and automobile liability policies, and to provide Client with a minimum of 30 days notice prior to cancellation of coverage of any policy required by this paragraph 17.

(c) Client and MEI waive all rights, including, without limitation, rights of subrogation, against each other and any of their respective agents, servants, and independent contractors, for claims, injuries, and damages covered by the parties' respective workers' compensation, general liability, or automobile liability policies, except such rights as Client and MEI may have to the proceeds of such policies. If any such policy requires an endorsement in order to provide continued coverage where there is a waiver of subrogation, the party which is the owner of such policy agrees to cause it to be so endorsed.

18. Indemnification; Limitation of Liability. (a) MEI shall indemnify, defend, and hold harmless Client from and against all claims, damages, losses, judgments and expenses (collectively, "Damages"), to the extent caused by MEI's negligent performance of Services or the negligence of any subcontractor of MEI. In addition to Client's obligations of indemnification set forth in other paragraphs of this Agreement, to the extent that the Damages are caused by Client's negligence or breach of its obligations under this Agreement, Client shall fully indemnify, defend, and hold harmless MEI, its officers, directors, employees, servants, agents and representatives of, from and against any and all Damages suffered by them. If the Damages are the result of the negligence of both Client and MEI, Client and MEI shall be liable to the extent or degree of their comparative negligence, as determined by mutual agreement of Client and MEI or, in the absence thereof, by adjudication of their comparative negligence.

(b) Notwithstanding anything herein to the contrary, Client agrees that MEI shall not incur any responsibility hereunder to sign manifests, nor any liability hereunder as a generator, transporter, treater, storer, or disposer of any petroleum products, hazardous materials, hazardous substances, hazardous wastes, toxic substances, toxic wastes, or other materials, substances, or contaminants regulated under any applicable federal, state, or local law. Client agrees to indemnify, defend, and hold harmless MEI, its officers, directors, employees, servants, agents and representatives of, from and against any and all losses, liabilities, expenses, fines, penalties, damages, and other detriments of every nature and description, to which such indemnified persons may be subjected as a result of claims, actions, proceedings (whether legal or administrative), or suits concerning the same. It is understood and agreed by both parties that MEI, in performing the Services, may make recommendations to Client with respect to regulated wastes, materials or substances, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the wastes, materials or substances are to be transported for disposal or treatment.

MUREX ENVIRONMENTAL INC. STANDARD TERMS & CONDITIONS

(c) Neither party shall be held liable to the other for special, incidental or consequential damages, including, without limitation, loss of use and loss of profit. The provisions of this paragraph shall survive termination of this Agreement.

(d) Notwithstanding anything contained herein to the contrary, MEI or Client, as the case may be (hereinafter referred to as "Indemnifying Party"), shall not have any liability under the indemnity provisions of this Agreement with respect to a particular matter unless a notice setting forth in reasonable detail the breach or default or reason for such indemnification which is asserted has been given to Indemnifying Party within the applicable statute of limitations and, in addition, if such matter arises out of a suit, action, investigation, claim or proceeding, such notice is given reasonably promptly after the person to be indemnified (the "Indemnified Party") shall have been given notice of the commencement of a suit, action, investigation, claim or proceeding.

(e) Upon receipt of notice of any suit, action, investigation, claim or proceeding for which indemnification might be claimed by an Indemnified Party, Indemnifying Party shall be entitled promptly to defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. Indemnifying Party shall have the right to settle or compromise any such suit, action, investigation, claim or proceeding, without the consent of the Indemnified Party; provided that such settlement or compromise does not require Indemnified Party to pay any money and requires the claimant to unconditionally release Indemnified Party from all liability with respect to such claim or litigation. Indemnified Party shall have the right, but not the obligation, to participate at its own expense in a defense thereof by counsel of its own choosing, but Indemnifying Party shall be entitled to control the defense unless Indemnified Party has relieved Indemnifying Party from liability with respect to the particular matter. In the event Indemnifying Party undertakes the defense of such matters, Indemnified Party shall not be entitled to recover from Indemnifying Party any legal or other expenses incurred by Indemnified Party in connection with the defense thereof.

(f) To the extent the Services involve MEI's performance of Phase I Services for Client, it is understood by Client that MEI will be relying upon the accuracy of documents, oral information, and other material and information provided by Client and third-party sources. There can be no assurance, and MEI offers no assurance, that site conditions do not exist, or will not exist in the future, that could lead to liability in connection with the site. Similarly, past and present activities on the site indicating the potential for the existence of environmental concerns may not have been discovered by MEI's inquiries. Such activities may include those that would indicate the potential for regulated hazardous substances at the site. MEI shall review the information obtained in its limited investigation, in keeping with existing applicable environmental consulting standards and enforcement practices, but MEI cannot predict and will not be responsible for predicting the actions any governmental agency may take, or what standards and practices may apply to the site in the future.

(g) Any report generated as part of the Services shall be prepared and made available for the sole use of Client, and the contents thereof may not be used or relied upon by any other person. Any conclusions reached or recommendations made shall be based on the limits of the investigation described in the report. MEI can offer no assurances and assumes no responsibility for site conditions or activities outside the scope of any inquiry requested by Client. The maximum cumulative and aggregate liability of MEI for all claims, arising under or related in any way to the performance of Phase I Services whether in equity, contract, tort or otherwise, shall not exceed the total amounts paid by Client to MEI under this Agreement or \$5,000, whichever is greater.

19. Force Majeure. Except for the obligation to make payment for Services performed pursuant to this Agreement, any delay in or failure of performance by either party to this Agreement, shall not constitute a default under this Agreement nor give rise to any claim for damage, cost, or expense, if and to the extent such delay or failure is caused by an occurrence beyond the control of the delayed or non-performing party. Notwithstanding the foregoing, a party which is delayed in or prevented from performing for any reason, shall promptly notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay or non-performance, and shall take reasonable steps to minimize the adverse impact of the delay or non-performance.

20. Suspension. (a) Client may, upon seven days prior notice to MEI, suspend the performance of the Services contemplated herein. In the event the Services are suspended by Client for more than 60 days, MEI's compensation for completing the Services shall be subject to renegotiation. In the event of suspension pursuant to this paragraph, payment for the Services shall be in accordance with the requirements of paragraph 3 hereof.

(b) Client agrees that MEI may, upon seven days prior notice to Client, suspend the performance of the Services contemplated herein in the event any invoice is not paid within 30 days of receipt thereof by Client, or Client otherwise fails to perform its obligations under this Agreement. Client further agrees that such suspension may continue, without liability on the part of MEI for damages or costs, until payment of all outstanding invoices is received by MEI or Client satisfies its other obligation(s) required hereunder.

21. Termination. Except as may be otherwise provided herein, either party may terminate the Services under this Agreement at any time prior to its completion so long as the other party receives not less than ten days notice prior to the effective date of termination. The amount due and payable to MEI under this Agreement for Services rendered up to the effective date of termination, as well as expenses associated with the termination in accordance with MEI's then current rate schedule(s) and expense reimbursement schedule(s), and compensation for non-cancelable or non-refundable obligations, commitments, deposits, and unsettled claims which MEI undertook or incurred in good faith prior to the date of receipt of notice of termination of the Services, shall represent the complete and final payment which due. When a lump sum figure is payable under this Agreement for part or all of the Services, MEI shall be entitled, as part of the termination expenses, to an allowance in the amount of 15.0% of the lump sum amount representing lost profit as a result of the termination.

22. Preliminary Statement. The Preliminary Statement is incorporated herein by this reference and made a part hereof.

23. Choice of Law. This Agreement shall be governed for all purposes by, and construed and enforced in accordance with, the internal laws of the State of California, without regard to any principles of conflicts of laws rules that would call for the application of the substantive law of any jurisdiction other than the State of California.

24. Remedy for Breach and Right to Injunction. The parties hereto agree that damages in the event of a breach or threatened

MUREX ENVIRONMENTAL INC. STANDARD TERMS & CONDITIONS

35. **Terms of This Agreement; Right to Separate Counsel.** By the execution of this Agreement, Client acknowledges that: (a) it has been provided time to and has carefully read this Agreement and finds that this Agreement is written in a manner that Client understands; and (b) Client acknowledges it has been advised by MEI that it is entitled to have this Agreement reviewed by counsel of its choice, and has done so, or elected not to do so, after being fully informed of its right to do so.

36. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, with respect to the subject matter hereof.

[END STANDARD TERMS & CONDITIONS]

MUREX ENVIRONMENTAL INC.

Standard Fee Schedule – 24.1

Fees for services are based on the time worked on the project by staff personnel to the nearest quarter- hour plus reimbursable expenses. The fee will be computed based on the following:

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. Current rates are as follows:

Classification	Hourly Rate (\$)
Office Support	75.00
CAD Operator	155.00
Senior CAD Operator	180.00
Professional (G1)	110.00
Professional (G2)	140.00
Professional (G3)	155.00
Staff Professional (G4)	175.00
Staff Professional (G5)	185.00
Senior Professional (G6)	195.00
Senior Professional (G7)	235.00
Senior Professional (G8)	255.00
Associate/Consultant (G9)	275.00
Senior Associate (G10)	285.00
Principal (G11)	300.00

2. Overtime hours for professionals will charged at straight time rates.
3. Fees for litigation, pre-trial negotiation, or other expert services including expert opinions and reports, testimony, depositions, meetings and correspondence with legal counsel, as well as pre-trial conferences will be billed at one and one-half (1.5) times the hourly rates.
4. Hourly rates of staff time billed may at times reflect a lower professional classification depending on level of work performed.
5. Billing rates are subject to revision in January of each calendar year.

6. Subcontractors engaged to perform drilling, test borings, other field explorations, analytical laboratory services, and/or other services required by the project will be billed at cost plus ten (15) percent.
7. Direct non-salary expenses will be billed at cost plus ten (15) percent, including:
 - a. Transportation and subsistence expenses incurred for necessary travel, such as use of personal or company vehicles at IRS allowed mileage rates, fuel, use of public carriers, airplanes, rental cars, and trucks;
 - b. Long distance telephone calls, fax, and electronic conferencing directly identifiable with the project.
 - c. Hard copy and electronic reproduction and printing costs for reports, drawings, and other project records.
 - d. Shipping charges for samples, field testing equipment, and materials, etc.
 - e. Express mail, overnight delivery or other charges for special handling of reports, letters and other project related materials.
 - f. Disposal charges for soil, water, waste, and/or other type of samples.
 - g. Expendable personal protective equipment (PPE) required for work on the project site.
 - h. Purchase of specialized equipment and rental of equipment from outside vendors.
 - i. Other project related expenses.
8. Non-standard computer usage associated with engineering drawings and database management systems.
9. Unless otherwise requested, invoices shall be delivered electronically to the contract client's email address.

[End of Standard Fee Schedule]

AGENDA ITEM 9A

Date: July 2, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Milo Ebrahimi, P.E., District Engineer

Subject: A RESOLUTION NO. 2024-17 OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY, CALIFORNIA, DETERMINING THERE IS NO LONGER A NEED FOR THE IMMEDIATE EXPENDITURE OF FUNDS FOR THE EMERGENCY ACTION FOR THE REPAIR, REPLACEMENT, AND LINING OF DAMAGED SEWER LINES, REMOVAL AND REPLACEMENT OF A MANHOLE, AND RELATED STREET REPAIRS IN WEBBER PLACE BETWEEN MANHOLE 2006 AND MANHOLE 2005 AND IN PEMBROOK LANE BETWEEN MANHOLE 2006 AND MANHOLE 2019 AND PROCLAIMING THE TERMINATION OF THE EMERGENCY ACTION

BACKGROUND

Midway City Sanitary District (District)'s sewer system is aging. Because of the aging of the District's sewer system, there will be a need for immediate attention and remediation in some areas at times.

The City of Westminster (City) discovered a settlement at the intersection of Webber Place and Pembroke Lane in the course of performing a survey for an upcoming Street Improvement Project. The sewer system in this area (Tract No. 1961) was built in the 1950's, and the sewer lines are approximately 70 years old and are not lined. Immediately after the report by the City, District staff started an investigation to see if the damage to the street is related to the public sewer. District asked Empire Pipeline and Equipment to perform emergency CCTV inspection of the sewer mains in Webber Place and Pembroke Lane. After checking the CCTV videos of the sewer lines, the District Engineer observed a broken pipe in Webber Place a few feet north of the manhole at the intersection and cracks in the sewer pipes in Pembroke Lane a few feet east of the manhole, directly under the settlement area at the intersection.

District Staff determined these sewer line segments were at risk of collapse due to their deteriorated condition, which would likely result in a sewer spill and interruption of sewer service in the area. Staff further determined that subsidence was also possible, creating a potential safety hazard to vehicular traffic at this intersection if the sewer lines are not expeditiously repaired.

In addition, the City was planning to grind and pave Pembroke Lane and Webber Place above the impacted sewers beginning on May 28, 2024, as part of its scheduled Street Improvement Project. Operation of heavy equipment during the Street Improvement Project risks further damage to the sewer lines due to their poor condition, and due to the nature of the City's agreement and type of

project funding, the City is not able to postpone or change the date of the project. If the sewer repairs were to be performed after completion of the City's project, the two streets would need to be completely repaved per City requirements.

Under ordinary circumstances, public works contracts over \$15,000 require the District to follow the public bidding process set forth in the Public Contract Code and the District's Purchasing Policies and Procedures. However, in the event of an emergency, Public Contract Code sections 20806 and 22050 authorize the Board of Directors, by 4/5 vote of its members, to award a contract for a public work over \$15,000 without complying with the public works competitive bidding requirements set forth in the Public Contract Code, or to authorize an employee to do so. The Board has delegated authority to the General Manager to enter into emergency public works contracts pursuant to the District's Purchasing Policies and Procedures, which was adopted by the required 4/5 vote of the Board on April 4, 2023, pursuant to Resolution No. 2023-09.

Section 10.B.11 of the District's Purchasing Policies and Procedures provides as follows:

In the event of an emergency as defined in Public Contract Code section 1102 as "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services" or as described in Public Contract Code section 20806 as "work to prepare for national or local defense", the District may enter into a Contract for the construction of a Public Works Project through Negotiated Procurement if the Board of Directors adopts findings by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of District funds to safeguard life, health, or property. In the event the Board of Directors is unavailable in an emergency, as defined in this paragraph, the General Manager is authorized to enter into a Contract for the repair or replacement of a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without following the District's procurement procedures set forth herein, including competitive bidding procedures and/or obtaining contracting approval as otherwise normally required. The District shall comply with the requirements set forth in Public Contract Code section 20806 and Public Contract Code sections 22050 et seq., for specified emergencies.

On or about May 9, 2024, pursuant to Sections 3 and 10.B.11 of the District's Purchasing Policy and Procedures, the General Manager executed an Agreement on behalf of the District for Emergency Sewer Repairs with Paulus Engineering, Inc. ("Paulus") for the emergency repair and replacement of 20 linear feet of the damaged sewer mains, removal and replacement of the adjacent manhole, and related improvements to restore the street to its previous condition. Under this Agreement, Paulus agreed to perform the repair work for \$103,231.00, plus the cost of bonds and any additional unanticipated groundwater removal work. Paulus commenced excavation of the area on May 13th, but encountered significant groundwater that needs to be removed. On May 14, 2024, the General Manager approved a change order in the amount of \$7,475.00, and Paulus recommenced work on May 15th. Paulus has finished the construction work to the satisfaction of the District Engineer.

Following completion of Paulus's portion of the work, approximately 620 linear feet of the sewer line in Webber Place between Manhole 2006 and Manhole 2005 and in Pembroke Lane between Manhole 2006 and Manhole 2019 needed to be lined to prevent further deterioration and prevent possible collapse. District Staff obtained a proposal from Performance Pipeline Technologies, Inc. to perform the sewer lining portion of the Project and prepared plans, specifications, and a proposed agreement for the Board's consideration.

At its May 21, 2024 meeting, the Board approved Resolution No. 2024-10 by a four-fifths vote of its members (1) finding that there is a continuing need for the emergency repair, replacement, and lining of damaged sewer mains, removal and replacement of a manhole, and related street repairs in Webber Place between Manhole 2006 and Manhole 2005 and in Pembroke Lane between Manhole 2006 and Manhole 2019, which constitutes an unexpected emergency that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property and/or essential sewer services, the emergency will not permit a delay resulting from a competitive solicitation for bids; immediate repairs are necessary to respond to the emergency; and that the public interest and necessity demand immediate expenditures of funds to safeguard life, health or property; (2) ratifying the action regarding the emergency taken by the General Manager; (3) finding a need to continue proceeding with the emergency repair of the damaged sewer main located in Webber Place and Pembroke Lane; (4) ratifying the Agreement for Emergency Sewer Repairs with Paulus Engineering, Inc., dated May 7, 2024, entered into by the General Manager on behalf of the District for the emergency repair of the damaged sewer mains, and the Change Order to said Agreement entered into by the General Manager on May 14, 2024; (5) approving the Agreement for Emergency Sewer Lining Repairs between the District and Performance Pipeline Technologies, Inc. in substantially the same form as presented at the May 21, 2024 meeting and authorizing the General Manager to make minor modifications to the Agreement as needed and to execute the Agreement on behalf of the District; and (6) finding that the Project is statutorily exempt from review under the California Environmental Quality Act (CEQA).

Pursuant to the Board's May 21, 2024 authorization, on May 22, 2024, the General Manager entered into an Agreement for Emergency Sewer Lining with Performance Pipeline Technologies, Inc. for CIPP lining of the subject sewer main segments in the form attached to the Staff Report for the May 21st meeting.

At its June 4, 2024 meeting, the Board unanimously approved Resolution No. 2024-12 (1) finding that there was a continuing need for the emergency repair, replacement, and lining of damaged sewer mains, removal and replacement of a manhole, and related street repairs in Webber Place between Manhole 2006 and Manhole 2005 and in Pembroke Lane between Manhole 2006 and Manhole 2019, which constituted an unexpected emergency that posed a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property and/or essential sewer services, the emergency would not permit a delay resulting from a competitive solicitation for bids; immediate repairs were necessary to respond to the emergency; and that the public interest and necessity demanded immediate expenditures of funds to safeguard life, health or property; and (2) finding a need to continue proceeding with the emergency repair of the damaged sewer main located in Webber Place and Pembroke Lane.

At its June 18, 2024 meeting, the Board unanimously approved Resolution No. 2024-16 (1) finding that there was a continuing need for the emergency repair, replacement, and lining of damaged sewer mains, removal and replacement of a manhole, and related street repairs in Webber Place between Manhole 2006 and Manhole 2005 and in Pembroke Lane between Manhole 2006 and Manhole 2019, which constituted an unexpected emergency that posed a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property and/or essential sewer services, the emergency would not permit a delay resulting from a competitive solicitation for bids; immediate repairs were necessary to respond to the emergency; and that the public interest and necessity demanded immediate expenditures of funds to safeguard life, health or property; and (2) finding a need to continue proceeding with the emergency repair of the damaged sewer main located in Webber Place and Pembroke Lane.

On June 21, Performance Pipeline Technologies, Inc. finished CIPP lining of the sewer mains on Webber Place between Manhole 2006 and Manhole 2005 and in Pembroke Lane between Manhole 2006 and Manhole 2019.

DISCUSSION

Public Contract Code Section 22050 requires that the Board review the need to continue any emergency action taken by the Board or the General Manager at every regular meeting until the emergency action is terminated and either adopt a resolution **by 4/5 vote** finding that there is a need to continue the emergency action or terminate the emergency action and direct that a contract or contracts for further repair work be procured in accordance with standard competitive procurement procedures. Under Section 22050, the Board is required to terminate the action at the earliest possible date that conditions warrant.

In this case, immediate action was needed to address the emergency Sewer line segments including replaced portions by Paulus are lined to prevent soil infiltration into the pipes through the cracks and so that further emergency spot repairs to the pipe due to the age and condition of the pipe will not be needed. However, all necessary emergency repair work has now been completed. Therefore, Staff are requesting that the Board adopt a Resolution determining there is no longer a continuing need for emergency action to repair of the damaged sewer main located in Webber Place and Pembroke Lane and proclaiming the termination of the emergency action, in accordance with Public Contract Code Section 22050. A proposed Resolution has been prepared for the Board's consideration (Attachment 1).

FISCAL IMPACT

The fiscal impact for this project is as follows:

1. Repair and replacement of 20 linear feet of damaged sewer lines, removal and replacement of a manhole, groundwater removal, and related street repairs: \$110,706.00.
2. Lining of 620 linear feet of sewer line in Webber Pl between manhole 2006 and manhole 2005 and in Pembroke Ln between manhole 2006 and manhole 2019: \$39,760.00.
3. The cost of surety bonds, required permits, and other reimbursables: \$5,000-\$10,000.

Total fiscal impact is estimated to be approximately \$155,000 to \$160,000 from Sewer Emergency Repairs Account, Account Number 7700.90.

STAFF RECOMMENDATION

Staff recommends that the Board of Director adopt proposed Resolution No. 2024-17 proclaiming the termination of the emergency action for the emergency repair, replacement, and lining of damaged sewer mains, removal and replacement of a manhole, and related street repairs in Webber Place between Manhole 2006 and Manhole 2005 and in Pembroke Lane between Manhole 2006 and Manhole 2019.

ATTACHMENTS:

1. Proposed Resolution 2024-17

RESOLUTION NO. 2024-17

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY, CALIFORNIA, DETERMINING THERE IS NO LONGER A NEED FOR THE IMMEDIATE EXPENDITURE OF FUNDS FOR THE EMERGENCY ACTION FOR THE REPAIR, REPLACEMENT, AND LINING OF DAMAGED SEWER LINES, REMOVAL AND REPLACEMENT OF A MANHOLE, AND RELATED STREET REPAIRS IN WEBBER PLACE BETWEEN MANHOLE 2006 AND MANHOLE 2005 AND IN PEMBROOK LANE BETWEEN MANHOLE 2006 AND MANHOLE 2019 AND PROCLAIMING THE TERMINATION OF THE EMERGENCY ACTION

The Board of Directors of the Midway City Sanitary District hereby finds, determines, declares, and resolves as follows:

WHEREAS, the Midway City Sanitary District Board of Directors was previously advised of the need for the emergency repair, replacement, and lining of damaged sewer mains, removal and replacement of a manhole, and related street repairs in Webber Place between Manhole 2006 and Manhole 2005 and in Pembroke Lane between Manhole 2006 and Manhole 2019 (the “Project”); and

WHEREAS, pursuant to Public Contract Code sections 20806 and 22050 and Section 10.B.11 of the District’s Purchasing Policy and Procedures, in the event of an emergency, the Board of Directors or the General Manager may award a contract for a public work over \$15,000 without complying with the public works competitive bidding requirements set forth in the Public Contract Code and the District’s Purchasing Policies and Procedures; and

WHEREAS, on or about May 9, 2024, pursuant to Sections 3 and 10.B.11 of the District’s Purchasing Policy and Procedures the General Manager entered into an Agreement on behalf of the District for Emergency Sewer Repairs with Paulus Engineering, Inc., dated May 7, 2024, for the emergency repair and replacement of the damaged sewer mains, removal and replacement of a manhole, and related street improvements; and

WHEREAS, pursuant to the terms of said Agreement, on May 14, 2024, the General Manager approved a Request for Change Order from Paulus Engineering for additional work to cover pumping groundwater from the excavation and disposing of it at the approved Orange County Sanitation District site; and

WHEREAS, the Board reviewed the emergency action and a proposed Agreement for Emergency Sewer Lining Repairs between the District and Performance Pipeline, Technologies, Inc. for CIPP lining of the sewer main segments in Webber Place between Manhole 2006 and Manhole 2005 and in Pembroke Lane between Manhole 2006 and Manhole 2019 at its regular meeting of May 21, 2024 and adopted Resolution No. 2024-10 by a four-fifths vote of its members (1) finding that there was a continuing need for the emergency repair, replacement, and

lining of damaged sewer mains, removal and replacement of a manhole, and related street repairs in Webber Place between Manhole 2006 and Manhole 2005 and in Pembroke Lane between Manhole 2006 and Manhole 2019, which constituted an unexpected emergency that posed a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property and/or essential sewer services, the emergency would not permit a delay resulting from a competitive solicitation for bids; immediate repairs were necessary to respond to the emergency; and that the public interest and necessity demanded immediate expenditures of funds to safeguard life, health or property; (2) ratifying the action regarding the emergency taken by the General Manager; (3) finding a need to continue proceeding with the emergency repair of the damaged sewer main located in Webber Place and Pembroke Lane; (4) ratifying the Agreement for Emergency Sewer Repairs with Paulus Engineering, Inc., dated May 7, 2024, entered into by the General Manager on behalf of the District for the emergency repair of the damaged sewer mains, and the Change Order to said Agreement entered into by the General Manager on May 14, 2024; (5) approving an Agreement for Emergency Sewer Lining Repairs between the District and Performance Pipeline Technologies, Inc. in substantially the same form as presented at the May 21, 2024 meeting and authorizing the General Manager to make minor modifications to the Agreement as needed and to execute the Agreement on behalf of the District; and (6) finding that the Project is statutorily exempt from review under the California Environmental Quality Act (CEQA); and

WHEREAS, pursuant to the Board's May 21, 2024 authorization, on May 22, 2024, the General Manager entered into an Agreement for Emergency Sewer Lining Repairs between the District and Performance Pipeline Technologies, Inc. for CIPP lining of the sewer main segments in Webber Place between Manhole 2006 and Manhole 2005 and in Pembroke Lane between Manhole 2006 and Manhole 2019; and

WHEREAS, the Board further reviewed the emergency action at its regular meeting of June 4, 2024 and adopted Resolution No. 2024-12 by a unanimous vote of its members finding that there was a continuing need for the emergency repair, replacement, and lining of damaged sewer mains, removal and replacement of a manhole, and related street repairs in Webber Place between Manhole 2006 and Manhole 2005 and in Pembroke Lane between Manhole 2006 and Manhole 2019, which constituted an unexpected emergency that posed a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property and/or essential sewer services, the emergency would not permit a delay resulting from a competitive solicitation for bids; immediate repairs were necessary to respond to the emergency; and that the public interest and necessity demanded immediate expenditures of funds to safeguard life, health or property; and finding a need to continue proceeding with the emergency repair of the damaged sewer main located in Webber Place and Pembroke Lane; and

WHEREAS, the Board further reviewed the emergency action at its regular meeting of June 18, 2024 and adopted Resolution No. 2024-16 by a unanimous vote of its members finding that there was a continuing need for the emergency repair, replacement, and lining of damaged sewer mains, removal and replacement of a manhole, and related street repairs in Webber Place between Manhole 2006 and Manhole 2005 and in Pembroke Lane between Manhole 2006 and

Manhole 2019, which constituted an unexpected emergency that posed a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property and/or essential sewer services, the emergency would not permit a delay resulting from a competitive solicitation for bids; immediate repairs were necessary to respond to the emergency; and that the public interest and necessity demanded immediate expenditures of funds to safeguard life, health or property; and finding a need to continue proceeding with the emergency repair of the damaged sewer main located in Webber Place and Pembroke Lane; and

WHEREAS, the Board of Directors further reviewed the emergency action at its regular meeting of July 2, 2024, and received a report from the General Manager and District Engineer indicating that the emergency repair, replacement, and lining Project had been completed.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The Board of Directors hereby determines there is no longer a continuing need for emergency action to repair the damaged sewer main located in Webber Place and Pembroke Lane and hereby proclaims the termination of the emergency action.

Section 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of Midway City Sanitary District of Orange County, California, held this 2nd day of July, 2024.

Mark Nguyen, President

ATTEST:

Andrew Nguyen, Secretary

AGENDA ITEM 9B

Date: July 2, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepare by: Cynthia Olsder, Board Secretary

Subject: Discuss and Consider California Special Districts Association (CSDA) Board of Directors Election Ballot – Term 2025-2027; Seat A – Southern Network

BACKGROUND

A link to an electronic CSDA Board of Directors election ballot was sent to the District for its use in voting to elect a representative to the CSDA Board of Directors for the term of 2025-2027 for Seat A, Southern Network.

Each of CSDA’s six (6) networks has three (3) seats on the Board and the candidates are either a board member or management-level employee of a member district located in the southern network. Each regular member (district) in good standing shall be entitled to vote for one (1) person to represent the Southern Network, Seat A.

DISCUSSION

The District is being asked to vote for **only one candidate to represent its network in Seat A** when submitting its vote. The deadline to complete voting through the system is July 26, 2024 at 5 P.M.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends that the Board provide direction to staff.

ATTACHMENTS:

1. Email from CSDA
2. Election ballot
3. Candidate information sheets
4. Candidate statements

Cynthia Olsder

To: Robert Housley
Subject: RE: CSDA 2024 Board of Directors

From: vote@simplyvoting.com <vote@simplyvoting.com>
Sent: Monday, June 10, 2024 9:01 AM
To: Robert Housley <rhousley@midwaycitysanitaryca.gov>
Subject: CSDA 2024 Board of Directors

Hello Robert Housley,

You are registered to vote in the CSDA 2024 Board of Directors. This ballot ends at 2024-07-26 17:00 America/Los_Angeles.

To vote, please visit: <https://csda.simplyvoting.com/>

Then enter provided user name and password.

Or follow this link to access the ballot directly:
<https://csda.simplyvoting.com/auth.php?e=F3142&mac=6c27006ee8f9404a1b91>

Regards,
CSDA

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CSDA Board of Directors Election Ballot - Term 2025 - 2027; Seat A - Southern Network

Please vote for your choice

Choose **one** of the following candidates:

- Jo MacKenzie, Director, Vista Irrigation District *
- Jason Dafforn, General Manager, Valley Sanitary District
- Rodd Leja, Director, Jurupa Area Recreation & Park District

*Incumbent

Jo MacKenzie* [\[view details\]](#)

Jason Dafforn [\[view details\]](#)

Ross Leja [\[view details\]](#)

[Continue](#)

[Cancel](#)



**California Special
Districts Association**
Districts Stronger Together

2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: JO MacKENZIE

District/Company: Vista Irrigation District, *CSDA District of Distinction, Platinum Level*

Title: Director, Certificate in Special District Governance

Elected/Appointed/Staff: Elected

Length of Service with District: 32 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

- ✚ CSDA Board of Directors, President 2011, Vice President 2010, Treasurer 2008-2009
- ✚ CSDA Finance Corporation Board of Directors, 2007-present; President 2012, 2013, 2015- present
- ✚ Special District Leadership Foundation Board of Director, Treasurer, currently Vice President
- ✚ Fiscal and Audit Committees, rewrote 'Treasurer Job Description'; Membership Committee 2011-present; Chair 2020-2021, 2022 and 2024
- ✚ Legislative Committee 2004-present; Chair, 2006-2010 and 2012
- ✚ CSDA San Diego Chapter, Board of Directors, 1993-present; President 1998-2000; presently serve on the Chapter Executive Board
- ✚ Attend all Annual Conferences and Legislative Days

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

- ✚ ACWA: Past Board Director; Local Government, Chair 2014-2015 and Membership Committee
- ✚ ACWA Region 10 Board of Directors, Vice Chair, Alternate Chair, Director 1997-2010
- ✚ The California Association of Local Agency Formation Commissions (CALAFCO), Board Member and Legislative Committee member, 2017-2023

3. List local government involvement (such as LAFCO, Association of Governments, etc.):

- ✚ San Diego LAFCO, 1994-present: Commission Chair 2018 & 2019; Alternate 5 years; Special District Advisory Committee 14 years, Chair 2005-2009
- ✚ City of San Marcos Planning and Traffic Commissions
- ✚ Personally initiated the City of San Marcos Budget Review Committee in 1980, Chair 1996-2006
- ✚ Resource Conservation District of Greater San Diego County, Association Director, 2016 to present

4. List civic organization involvement and recognitions

- ✚ Special District Official of the Year by PublicCEO
- ✚ CSDA Legislative Advocate of the Year, 2011
- ✚ Graduate of CSDA's Special District Leadership Academy
- ✚ San Marcos Chamber of Commerce, Lifetime Ambassador
- ✚ Graduate of Leadership 2000, Cal State San Marcos
- ✚ Vista Community Development Associates, Treasurer
- ✚ Soroptimist International



RE-ELECT JO MACKENZIE

PROVEN EXPERIENCE LEADING SPECIAL DISTRICTS

- **DEDICATED**
- **FISCALLY RESPONSIBLE**
- **COMMITTED TO SPECIAL DISTRICTS**

It has been a privilege and honor to serve on the CSDA Board of Directors (Board) representing the Southern Network. Serving on the Board requires a commitment of time; I am in Sacramento at least twice a month for CSDA meetings. I have served as President, Vice President and Treasurer, and served as a Chair and/or member of the various committees. In 2010 and 2011, respectively, I was recognized as CSDA's Legislative Advocate of the Year and by PublicCEO as Special District Official of the Year.

During my tenure on the CSDA Board, I have formed working relationships throughout the Network and State that have given me an insight regarding the needs of special districts. Based on these insights and input from other CSDA directors, CSDA has worked to provide webinars at no cost to its members, begun offering the leadership academy three times a year and on-line, and the SDLF Board eliminated budget limits for scholarships. I serve on the CSDA and SDLF Boards, and I am proud of the collaboration that allows all special districts to take advantage of CSDA's programs.

During my term, I have been committed to continue building on the present foundation of CSDA's educational programs, state and federal legislative advocacy, and public outreach. CSDA is now the "voice of Special Districts", "the third leg of local government", and the 'go-to' association for legislative issues.

My proven leadership and public service experience, commitment to fiscal responsibility, and comprehensive LAFCO and special district knowledge make me the most qualified candidate to represent the Southern Network.

I have a true passion for and proven experience in leading Special Districts. I would be honored to continue serving on the CSDA Board as your Southern Network Director.

I am asking for your **Vote**.

ELECTRONIC VOTING ENDS JULY 26 AT 5:00 P.M.

**50+ CSDA EDUCATIONAL OPPORTUNITIES ARE LISTED ON
CSDA'S HOME PAGE**



2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Jason Dafforn

District/Company: Valley Sanitary District

Title: General Manager

Elected/Appointed/Staff: Staff

Length of Service with District: 1 year

- 1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**

Attend CSDA Conference and Leadership Academy

- 2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**

ACWA, CASA

- 3. List local government involvement (such as LAFCo, Association of Governments, etc.):**

N/A

- 4. List civic organization involvement:**

Desert Recreation Foundation Board of Directors

****Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**

My name is Jason Dafforn. I am a Licensed Civil Engineer in the State of California with over 30 years of experience in the water and wastewater industry. I have 17 years of experience as a utility manager working for California local governments, including over eight years working for a special district.

California's special districts play a crucial role in the daily lives of millions, providing essential services ranging from water and sanitation to fire protection, healthcare, and many others. The California Special District Association (CSDA) provides resources, training, state and federal advocacy, and professional development to help special districts across the State flourish.

Today, special districts are confronted with unprecedented challenges. As a special district manager, I have gained a comprehensive understanding of these challenges, which positions me to provide valuable guidance and develop effective resolutions. My fresh ideas and unique perspective will enable the Board of Directors to proactively address current issues and future challenges, keeping CSDA ahead of the curve.

Together, we hold the power to shape the future and provide exceptional resources for special districts in California. By ensuring they remain at the forefront of delivering essential services and improving the quality of life for all residents, we can make a significant impact.

Let us build a stronger, more resilient future for California's special districts and the communities they serve.



2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: ROSS A. LEJA

District/Company: JURUPA AREA RECREATION & PARK DISTRICT

Title: DIRECTOR DIVISION 5

Elected/Appointed/Staff: ELECTED

Length of Service with District: 6 YEARS

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

NO

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

NO

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

NONE

4. List civic organization involvement:

JURUPA CHILDRENS CHRISTMAS PARTY

JURUPA DISTRICT LIONS CLUB

****Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**

I am running for the open board position to bring representation for the Inland Empire to CSDA and grow CSDA in the Inland Empire. San Bernardino and Riverside Counties, together known as the Inland Empire, is one of the fastest growing regions of California and home to over 80 special districts. However, the Inland Empire currently has no representation on the Southern District Board.

I currently serve on the Board of Directors for the Jurupa Area Recreation and Parks District (JARPD). Our district serves the city of Jurupa Valley and a portion of the city of Eastvale. I have been in this position for six years. During this time we have grown our district by fourteen facilities. I have made it a mission to develop relationships with the other special districts in our area to help JARPD better serve its residents. I look forward to expanding this mission to the other special districts in the Inland Empire if I am elected to the Board representing the Southern District

I am an eight year Air Force Veteran, husband, father and grandfather. My wife of 49 years and I have made our home in Jurupa Valley for over three decades. I have served on the City of Jurupa Valley Traffic Safety Committee, acting as its first chair for three years. I also served on the Jurupa Unified School District Citizen Oversight Committee for a \$144 million bond measure as both Vice Chair and Chair. A cause close to my heart is my work with the Jurupa Children's Christmas Party, an organization that has distributed presents to underprivileged in Jurupa Valley for over 40 years.

I have always considered service to my country and community a privilege and would like to continue by serving on the board of the California Special Districts Association.

AGENDA ITEM 9C

Date: July 2, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Nicolas Castro, Director of Operations/Safety

Subject: Consider the Purchase of One (1) New 20ft Stake-bed Electric Vehicle (EV)

BACKGROUND

The California Air Resources Board Regulation "Advanced Clean Fleets" Regulations (effective October 1, 2023) require that government agencies begin removing aging fossil fuel-powered vehicles and equipment from their fleets and replace them with Zero Emissions Vehicles (ZEVs) such as electric or hydrogen-powered ones. The District has identified several vehicles that fall within the age limitation of the regulations and need to be removed from its fleet. This includes the District's existing stake bed truck, T-9, which is a 1999 Ford F450 gasoline model that has reached the end of its years in service. On May 21, 2024, the Board declared several vehicles, including T-9, as Surplus Property and authorized the General Manager to dispose of these vehicles.

DISCUSSION

The Midway City Sanitary District aims to enhance its fleet with environmentally friendly vehicles. The acquisition of an electric Stake-bed vehicle aligns with our commitment to sustainability and reducing our carbon footprint. This vehicle will support various operational needs, including bulky item pickups, container replacement/deliveries and cleanup events.

District staff solicited formal bids / proposals from the four (4) vendors and received three (3) responses, which are attached to this Report and summarized below.

Vendor Name	Vehicle Make	Total Bid Amount
Velocity Truck Centers	Rizon EV 20' stake bed with lift gate	\$210,388.31
Tom's Truck Center	Isuzu EV 20' stake bed with lift gate	\$213,006.28
RWC Group	HINO EV 20' stake bed with lift gate	\$215,757.82
TEC of California	Mack EV 20' stake bed with light gate	No bid submitted

Each quote is inclusive of all taxes and fees and an extended warranty. Each of the three vehicles meet the District's specifications and will serve the District's operational needs. The low bid is from Velocity Truck Centers for the Rizon model EV 20' stake-bed truck; however, pricing for the vehicles could be subject to change due to supply chain and/or production issues.

FISCAL IMPACT

The new EV stake-bed truck is anticipated to cost \$210,388.31, which includes an extended warranty. For this purchase, the District budgeted \$230,000 (see line item 21 on page 27 of the FY 2024/2025 Budget).

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve the purchase of one new 20ft Stake-bed electric vehicle with lift gate from Velocity Truck Centers in the amount of \$210,388.31 and authorize the General Manager to execute all necessary documents for said purchase and to expend up to an additional \$10,000 for unanticipated associated expenditures or pricing changes resulting from supply chain or production issues.

ATTACHMENTS:

1. Velocity Truck Centers
2. Tom's Truck Center
3. RWC Group



SALES
Toll Free (800) 673-0500
Reception (909) 510-4000

PARTS (877) 727-8752
SERVICE (866) 385-8757
COLLISION CENTER (909) 510-4100
13800 Valley Blvd, Fontana CA 92335

Buyers Order

Deal#: DE-08836-1
Opp#: 2024-154255
Date: 06/12/2024

www.VelocityTruckCenters.com

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 107995

MIDWAY CITY SANITARY DISTRICT
14451 CEDARWOOD AVE
WESTMINSTER CA 92683 County: Orange
Phone: (714) 893-3553
ncaastro@midwaycitysanitaryca.gov

Ship To:

Unit#:	Stock#:	New 2024 RIZON E18L	Price:	\$159,560.00
VIN: IN STOCK		GVW: 17995	Color: WHITE	
		1. METRO 8' ODW X 20' ODL X 48" H STAKE BODY PER QUOTE V0005		\$28,620.00
		2. EXTENDED WARRANTY - COMPLETE EV COMPONENTS - NON TAXABLE		\$5,400.00
To Be Delivered On or About: 09/23/2024			Unit Price:	\$193,580.00

Sub Total	\$193,580.00
Admin Fee	\$190.00
Doc Fee	\$85.00
CA Tire Recycle Fee	\$10.50
Sales Tax (8.750%)	\$16,489.81
DMV Electronic Filing	\$33.00
Total Vehicle Sale Price	\$210,388.31
Net Total	\$210,388.31

Lienholder: None...

METRO 8' ODW X 20' ODL X 48" HIGH HARDWOOD GATE STAKE BODY PAINTED BLACK. 50/50 STEEL BULKHEAD, APITONG HARDWOOD FLOOR WITH STEEL DIAMOND PLATE OVERLAY. (8) RECESSED D-RINGS IN FLOOR. DHOLLANDIA LMM-33 CANTILEVER LIFTGATE 3,300 LB. CAPACITY WITH 48" X 94" ALUMINUM PLATFORM WITH HANDHELD REMOTE. CAB CUTOFF SWITCH. ALL LIGHTS & LEGALS PER DOT.

*** PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY CHAIN AND PRODUCTION ISSUES. ***

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE.

ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

MIDWAY CITY SANITARY DISTRICT
(Purchaser's Name)

Ron Creighton
(Salesperson Name)

X
(Purchaser's Signature)

(Approved By)

Date

Date

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.
2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.
3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.
4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.
5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.
6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.
7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchaser's request for an additional fee.
8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.
9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
10. **IMPORT TARIFFS:** Purchaser acknowledges that any import tariffs imposed by the government are the sole responsibility of the Purchaser and will result in an increase in the Seller's price equal to the amount of the obligatory tariff.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company Authorized to approve capital purchases.)

X _____
(Signature)



Midway City Sanitary District

Request for Proposal (RFP) for One New Electric Vehicle (EV) Procurement

Project Overview

The Midway City Sanitary District invites proposals from qualified suppliers for the procurement of one new electric vehicle (EV). This EV will support our operations by assisting with bulky item pick-ups and container replacement/deliveries within the District's service area.

Project Scope

The selected supplier will be responsible for providing one new electric truck that meets the specifications outlined below. The truck will include a stake-bed, combo winches, wood stake gates, and a cantilever liftgate.

Specifications Checklist

Please indicate compliance with each specification by marking "Yes," "No," or "Other" (please specify).

1. Vehicle Class:

- Class 4 or Class 5 Electric Truck
 - Yes [AS SPECIFIED - CLASS 5 - 17,995 lb. GVWR](#)
 - No
 - Other: _____

2. Stake-Bed Size:

- 20 feet
 - Yes [AS SPECIFIED](#)
 - No
 - Other: _____

3. Floor Material:

- Steel diamond overlay fully welded

[AS SPECIFIED](#)

- Yes [AS SPECIFIED](#)
 - No
 - Other: _____
4. **Headboard Height:**
- 50/50 cab height
 - Yes [AS SPECIFIED](#)
 - No
 - Other: _____
5. **Wood Stake Gates:**
- 48 inches in height, side-mounted
 - Yes [AS SPECIFIED](#)
 - No
 - Other: _____
6. **Combo Winches:**
- Two (2) side-mounted combo winches, minimum capacity 5,000 lbs. each
 - Yes [AS SPECIFIED](#)
 - No
 - Other: _____
7. **Cantilever Liftgate:**
- Aluminum platform, capacity 2,500 lbs.
 - Yes [EXCEEDS - 3,300 LB. CAPACITY](#)
 - No
 - Other: _____
8. **Electric Motor Specs:**
- High-torque electric motor (specifications to be provided by bidder)
 - Yes [AS SPECIFIED - See Attached Specification Sheet](#)
 - No
 - Other: _____
9. **Battery Capacity:**
- Lithium-ion battery pack (specifications to be provided by bidder)
 - Yes [AS SPECIFIED - See Attached Specification Sheet](#)
 - No
 - Other: _____
10. **Charging Infrastructure:**
- Compatible with Level 2 and/or DC fast charging stations
 - Yes [AS SPECIFIED](#)
 - No
 - Other: _____
11. **Safety Features:**
- Collision avoidance system
 - Yes [AS SPECIFIED - For Additional Information, See Attached Brochure](#)
 - No
 - Other: _____
 - Blind-spot monitoring
 - Yes [AS SPECIFIED - For Additional Information, See Attached Brochure](#)
 - No

- Other: _____
- Rearview camera system
 - Yes AS SPECIFIED
 - No
 - Other: _____
- Tire pressure monitoring system (TPMS)
 - Yes
 - No NOT A STANDARD OPTION FOR RIZON
 - Other: _____

12. Payload Capacity:

- To be specified by bidder
 - Yes APPROX 6,000 LBS. + OR - 5%
 - No
 - Other: _____

13. Durability:

- Heavy-duty chassis construction
 - Yes AS SPECIFIED
 - No
 - Other: _____
- Corrosion-resistant body panels
 - Yes AS SPECIFIED
 - No
 - Other: _____
- Sealed electrical components
 - Yes AS SPECIFIED
 - No
 - Other: _____

14. Comfort and Convenience:

- Spacious and ergonomic cab design
 - Yes AS SPECIFIED
 - No
 - Other: _____
- Air conditioning
 - Yes AS SPECIFIED
 - No
 - Other: _____
- Power windows and door locks
 - Yes AS SPECIFIED
 - No
 - Other: _____
- Infotainment system
 - Yes AS SPECIFIED
 - No
 - Other: _____

15. Warranty and Support:

- Manufacturer's warranty
 - Standard 5-year warranty
 - Chassis & electrical components—5 years, 75,000 miles
 - Powertrain—Electric Drive Motor, Inverter, & gearbox—5 years, 75,000 miles
 - High Voltage batteries—5 years, 120,000 miles
 - Extended Warranty options High Voltage Batteries, high voltage components, & powertrain - Add \$5,400.00 to bid price.

- Yes AS SPECIFIED
 - No
 - Other: _____
 - Dedicated support hotline and service network
 - Yes AS SPECIFIED - Velocity Truck Centers has 4 So. Cal. Dealerships open from 7 am to 12 midnight. Our Support Network includes - Dedicated Parts, Service and Warranty Support Personnel, Customer Product and Safety Training.
 - No
 - Other: _____
-

Proposal Submission

Interested suppliers are requested to submit their proposals no later than Friday, June 21, 2024. Proposals should include detailed specifications, pricing, warranty information, and any additional relevant details. Proposals will be opened and read at the Board Meeting on July 2, 2024.

Evaluation Criteria

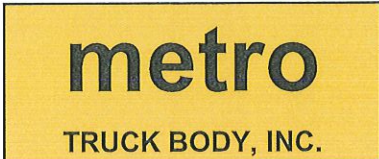
Proposals will be evaluated based on compliance with specifications, pricing, warranty coverage, supplier experience, and other relevant factors.

Contact Information

For inquiries and proposal submission, please contact:

Nicolas Castro
Director of Operations/Safety
Midway City Sanitary District
714-893-3553
ncastro@midwaycitysanitaryca.gov

Please ensure that all the required details are provided and clearly marked in your proposal. Thank you for your interest in supporting the Midway City Sanitary District.



Quote#
V00052666B

240 Citation Circle, Corona CA 92880 * Phone # (310) 532-5570 Fax # (310) 532-0754
 Truck Body Manufacturer and Equipment Distributors
 Vans, Stakes, Flatbeds, Refrigerated Bodies, Hydraulic Lift Gates & Accessories

Customer: **Velocity Truck** Date: **6/12/2024**

Re: _____

Attn: **Ron Creighton** Phone # **(562)755-6108**

E-mail rcreighton@vvgtruck.com

Body Type: **Stake Body**

Size **8' ODW x 20' ODL x 48" High**

Chassis _____
 Make/Model _____ WB _____ CA _____ Tires _____

In response to your inquiry, we submit the following quotation, as per your plans and /or specifications that you supplied to us.

Description	Unit Price	Total
10 GA Side Rails		
12" Crossbars		
Hardwood Floor		
50/50 Steel Bulkhead		
Hardwood Gates - 48" High - No Rear Gates		
Rope Hooks		
3/4" LED Marker Lights - Underbed		
Paint Black Complete	Body	\$14,965.00
Steel Diamond Plate Floor Overlay		\$3,600.00
Eight H.D. Recessed Floor Rings	\$140.00	\$1,120.00
Dhollandia LMM-33 Cantilever Liftgate		
49" x 94" Aluminum Platform, 3300 lb Capacity		
Fixed Exterior Switch - P.S. Hand Held Remote		
Cab Cut Off Switch		\$8,935.00
	Total	\$28,620.00

Pricing good for 30 days only at which time quotation will be updated.

This includes factory order chassis with unknown arrival.

* Verify all body specs with end user prior to placing order

Purchaser Mailing Address
 Name: _____
 Address: _____
 City: _____ State: _____ ZIP: _____



909 N. Grand Avenue
 Santa Ana, CA 92701
 Sales & Service 800 638 1015
 Parts 800 238 9308

13443 Freeway Drive
 Santa Fe Springs, CA 90670
 Sales & Service 889 696 5234
 Parts 888 696 5234

ALL MAIL TO P.O. BOX 88 SANTA ANA CA 92702-0088

Date: May 21, 2024 **MOTOR VEHICLE BUYER'S ORDER** Salesperson: AMIR MOFID
 Purchaser: MIDWAY CITY SANITARY DISTRICT Contact: NICK CASTRO
 Address: 14451 CEDARWOOD STREET City: WESTMINSTER STATE: CA Zip: 92683
 Bus. Phone: 714-893-3553 Cell Phone: _____ Fax Number: _____ Res. Phone: _____

I hereby agree to purchase from you under the terms and conditions specified, the following: Delivery is to be made _____, or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for failure to effect delivery.

VEHICLE	Quantity:	Year:	Make:	Series Name:	Body Style:	Engine:	Transmission:
	1	2025	ISUZU	NRR	20' STAKE BED	ELECTRIC	AUTO
	GVWR:	Color:	Stock #:	Wheelbase:	Cab to Axle:	VIN:	
	19,500	WHITE	TBD	176	-	TBD	
Warranty: MANUFACTURER'S WARRANTY APPLIES							

Suggested Price - Vehicle Description - Incentives	SELLING PRICE							\$193,571.00
	VEHICLE DESCRIPTION:							
	NEW 2025 ISUZU NRR ELECTRIC 20' STAKE BED							
	ENGINE: ELECTRIC							
	TRANSMISSION: AUTO							
	7 BATTERY PACK							
	NO WARRANTY INFO AVAILABLE AT THIS TIME FROM MFG.							
	BODY DESCRIPTION:							
	20'x96"x48" STAKE BED FOR ISUZU N-SERIES TRUCK STEEL DIAMOND OVERLAY FLOOR - FULLY WELDED WITH 50/50							
	HEADBOARD CAB HEIGHT 48"H WOOD STAKE GATES - SIDES ONLY SLIDING COMBO WINCHES (PASSENGER SIDE, 3+2 OF THE REAR WHEELS) DHOLLANDIA LMM-25 CANTILEVER LIFTGATE 57"x94" ALUMINUM PLATFORM 2,500 LBS CAP							
<p>HVIP/DAC The buyer understands HVIP incentives and DAC (disadvantaged community) incentives are limited and are in no way guaranteed. Showing the incentive/s here does not mean you will qualify. It is up to the buyer to meet the terms and conditions of the associated program and provide the necessary paperwork and complete the steps needed to obtain the incentive/s. This is a binding agreement contingent on HVIP approval.</p> <p>Furthermore, due to the volatility of materials, shipping and the unknown, we cannot guarantee the price or specifications of this unit. Once we receive updated pricing and specifications we will provide an update and at that time you can have your deposit refunded or continue with the purchasing process.</p>								
*ALL							CABLE WITH	

SPECIAL FORD FINANCING OR CASH PURCHASES. *SOME REBATES REFLECTED REQUIRE ACCEPTABLE PROOF OF BUSINESS TO BE ELIGIBLE.**

DEPOSIT:	\$19,357.10	CREDITS		Cash Price of Vehicle & Accessories	\$193,571.00
Lease Payment Due:			-	Documentary Preparation Charge	85.00
DESCRIPTION OF TRADE-IN			-	Fire Ext., Flares & First Aid Kit	250.00
Year:			-	Sales Tax - 8.750%	16,966.78
Make:			-	Maintenance & Extended Warranty	
Model:		Used Trade-In Allowance	\$ -	DMV Electronic Filing Fee	33.00
VIN:		Less Balance Owed on Trade-In	-	Lender's Admin. Fee if Financing	
Mileage:		Net Trade-In Allowance	\$ -	California Tire Fee	10.50
Payoff to:		Down Payment	-	Est. Lic., Trans., Reg. & Other Fees	2,090.00
		HVIP	60,000.00	Total Cash Price	\$213,006.28
Extra Equipment / Body Style:		Balance of Down Payment Due	-	CE Less Total Credits	\$60,000.00
		CE Total Credits	\$ 60,000.00	Unpaid Cash Balance Due	\$153,006.28

WARNING - Unless a charge is included in this agreement for Public Liability or Property Damage Insurance, payment for such coverage is not provided by this agreement.

Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

The first and second page of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER

I have read, and I understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am ordering.

By TOM'S TRUCK CENTER Purchaser MIDWAY CITY SANITARY DISTRICT
 Purchaser's Signature _____
 Date _____ **PRELIMINARY QUOTE** Date _____

TERMS AND CONDITIONS OF ORDER

The Order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. This agreement is not binding until signed by an authorized representative of the Dealer.
2. Verbal promises by salesmen are not valid. Any promises or understandings not herein specified in writing are hereby expressly waived by the Buyer. Said motor vehicle, accessories and extras to be delivered on the date specified or as soon thereafter as practicable subject to delays on account of fires, strikes, Not, war, shutdowns at the factory, Dealer's inability to procure delivery from the factory, or to other casualties or circumstances beyond Dealer's control, time of delivery in any event to be deemed extended correspondingly.
3. A "Performance Deposit" of 10% of the purchase price or \$5,000, (whichever is greater) is required and is non-refundable. If the truck purchase is terminated by the customer (not completed), Tom's Truck Center will retain the performance deposit."
4. The manufacturer has reserved the right to change the price to the Dealer of new motor vehicles without notice. In the event that the manufacturer's price to the Dealer of the new motor vehicle ordered hereunder is so changed, the cash delivered price to the Buyer will be changed accordingly. If such cash delivery price is increased, the Buyer may, if dissatisfied with such increased purchase price, cancel this Order. The manufacturer has the right to make any changes in the model or design of any accessories or parts of any new motor vehicle at any time without creating any obligation on the part of the manufacturer or the Dealer to make corresponding changes in the motor vehicle covered by this Order, either before or subsequent to the delivery of such motor vehicle to the Buyer.
5. The price of the motor vehicle quoted herein includes any tax or taxes imposed by any governmental authority prior to or at the time at the order of such motor vehicle unless expressly so stated, but the Buyer assumes and agrees to pay, unless prohibited by law, any taxes, except income taxes, imposed on or incidental to the transaction herein, regardless of the person having the primary tax liability.
6. The price quoted in this Order is for immediate delivery, but if the price of the motor vehicle or accessories or the tax imposed by any governmental authority should be changed by the manufacturer or the governmental authority before the motor vehicle has been delivered to the Dealer, then this Order shall be construed as if the changed price was originally inserted herein. The Buyer hereby agrees that the Dealer shall in no way be held liable for any changes in design or models, even though they do not meet the approval of the Buyer. The Buyer hereby agrees to take the motor vehicle as produced by the manufacturer. Buyer agrees to take delivery and pay balance due within twenty-four (24) hours after being notified that the motor vehicle is ready for delivery.
7. If the used vehicle traded in by the Buyer is not delivered to the Dealer at the time this Order is signed, or, if at the time of such delivery, the said vehicle and/or its tires or equipment is not in the same condition as when appraised, then it is agreed that such used vehicle shall be re-appraised by the Dealer as of the time of such delivery, and the trade-in allowance for such used vehicle shall be the amount of such re-appraisal. If such re-appraisal value is lower than the original allowance shown on the reverse side hereof, Buyer may, if dissatisfied with such re-appraisal value, cancel this Order. Such right to cancel, however, must be exercised by the Buyer prior to the delivery of the motor vehicle covered by this Order to the Buyer and the surrender of the used motor vehicle traded in to the Dealer. The Buyer agrees to deliver the original Bill of Sale and the title to any used motor vehicle traded herein along with the delivery of such motor vehicle, and the Buyer warrants such used motor vehicle to be his property, free and clear of all liens and encumbrances, except as otherwise noted herein. The trade-in allowance shown in this order is the amount that the dealer agrees to allow providing the purchaser accepts delivery and completes the deal at the time agreed upon in accordance with the stipulated terms. In the event of any disagreement over the value of the car traded in, the dealer will not be liable for any more than the wholesale market value, as determined by the wholesale figure as shown in the Kelley Blue Book or N.A.D.A. Book, less the estimated cost of reconditioning same.
8. If the contract balance on the used vehicle traded in should be more than the amount indicated on this Order, the Buyer agrees to pay the Dealer such excess in cash immediately upon demand, or, at his option, the Dealer may cancel this Order. Should the amount of such payoff be less than indicated on the Order, such difference shall be paid to the Buyer in cash.
9. The Buyer warrants that all taxes of every kind levied against the used vehicle traded in have been fully paid. Should any government agency levy or claim a tax lien or demand on or against such used vehicle, the Dealer may, at his option, pay the same and the Buyer agrees to pay the amount thereof immediately upon demand. If the used vehicle traded in is registered or licensed in any place other than the State of this sale, the Buyer agrees to immediately secure registration for such vehicle and to pay any and all expenses or registration fees incidental thereto. Should the Dealer assume or be put to any expenses in connection with such registration, the Buyer will pay the Dealer the amount thereof on demand.
10. Title to the motor vehicle ordered herein and right to possession of the same, shall remain in the Dealer until the entire purchase price is fully paid in cash. No check shall constitute payment unless and until it is paid by the bank on which it is drawn when first presented.
11. It is expressly agreed that there are no warranties, express or implied, made either by the Dealer or the manufacturer on the motor vehicle, chassis, parts or accessories furnished hereunder, unless a separate written warranty is given by the Dealer to the Buyer at the time of sale. This applies to new motor vehicles as well as used motor vehicles. The Buyer must have a written guarantee in his possession to secure an adjustment.
12. In case the motor vehicle covered by this Order is a used motor vehicle, no warranty or representation is made by the Dealer as to the extent such motor vehicle has been used, regardless of the mileage shown on the speedometer of said used motor vehicle. The Dealer does not warrant the correctness of the year of manufacture or model of motor vehicle. The Buyer hereby agrees that he has verified the description of the motor vehicle to his own satisfaction, and that it is the motor vehicle he desires to purchase, regardless of the extent to which such motor vehicle has been used or regardless of whether the description contained in the Order is correct or not. There is no warranty or representation as to the correctness of the description used.
13. This Order is not assignable or transferable without the written consent of the Dealer. No change in the terms or conditions of this Order after execution by the Buyer can be made without the written consent of the Dealer.
14. The Buyer hereby guarantees that all statements made by him and set forth in this Order are true and correct, and that the Dealer may accept them as being true representations of existing facts.
15. Buyer hereby agrees to pay all attorney and court costs in the event that any legal action is necessary to enforce this agreement or any of the terms thereof.
16. If Buyer fails to perform all the terms and conditions of this Order, the Dealer may exercise any right or remedy given him by law in addition to all rights and remedies specified herein, and all such rights and remedies shall be cumulative and may be exercised at the Dealer's election.
17. Buyer agrees to accept vehicle and tires, subject to usage and wear resulting from the necessity of driving over land to the point of delivery.

WARRANTY INFORMATION - See Manufacturer's Written New Car Warranty.

Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

USED VEHICLES

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

IF YOU HAVE COMPLAINTS CONCERNING THIS SALE, YOU SHOULD TRY TO RESOLVE IT WITH THE SELLER.

COMPLAINTS CONCERNING UNFAIR OR DECEPTIVE PRACTICES OR METHODS BY THE SELLER MAY BE REFERRED TO THE CITY ATTORNEY, THE DISTRICT ATTORNEY, OR THE DEPARTMENT OF MOTOR VEHICLES, DIVISION OF COMPLIANCE, 2570 24th STREET, SACRAMENTO, 95818, OR ANY COMBINATION THEREOF.

AFTER YOU HAVE RECEIVED POSSESSION OF THE VEHICLE, THE SELLER CANNOT CHANGE THE FINANCING OR PAYMENT TERMS STATED IN THE CONTRACT. IT IS AN UNFAIR OR DECEPTIVE PRACTICE FOR THE SELLER TO TRY TO DO SO, AND YOU DO NOT HAVE TO AGREE TO ANY CHANGE.

BUYER'S SIGNATURE _____



Midway City Sanitary District

Request for Proposal (RFP) for One New Electric Vehicle (EV) Procurement

Project Overview

The Midway City Sanitary District invites proposals from qualified suppliers for the procurement of one new electric vehicle (EV). This EV will support our operations by assisting with bulky item pick-ups and container replacement/deliveries within the District's service area.

Project Scope

The selected supplier will be responsible for providing one new electric truck that meets the specifications outlined below. The truck will include a stake-bed, combo winches, wood stake gates, and a cantilever liftgate.

Specifications Checklist

Please indicate compliance with each specification by marking "Yes," "No," or "Other" (please specify).

1. **Vehicle Class:**
 - o Class 4 or Class 5 Electric Truck
 - Yes
 - No
 - Other: _____
2. **Stake-Bed Size:**
 - o 20 feet
 - Yes
 - No
 - Other: _____
3. **Floor Material:**
 - o Steel diamond overlay fully welded

- Yes
- No
- Other: _____

4. **Headboard Height:**

- o 50/50 cab height
 - Yes
 - No
 - Other: _____

5. **Wood Stake Gates:**

- o 48 inches in height, side-mounted
 - Yes
 - No
 - Other: _____

6. **Combo Winches:**

- o Two (2) side-mounted combo winches, minimum capacity 5,000 lbs. each
 - Yes
 - No
 - Other: _____

7. **Cantilever Liftgate:**

- o Aluminum platform, capacity 2,500 lbs.
 - Yes
 - No
 - Other: _____

8. **Electric Motor Specs:**

- o High-torque electric motor (specifications to be provided by bidder)
 - Yes
 - No
 - Other: _____

9. **Battery Capacity:**

- o Lithium-ion battery pack (specifications to be provided by bidder)
 - Yes
 - No
 - Other: _____

10. **Charging Infrastructure:**

- o Compatible with Level 2 and/or DC fast charging stations
 - Yes
 - No
 - Other: _____

11. **Safety Features:**

- o Collision avoidance system
 - Yes *option is available*
 - No
 - Other: _____
- o Blind-spot monitoring
 - Yes
 - No

- Other: _____
- Rearview camera system
 - Yes
 - No
 - Other: _____
- Tire pressure monitoring system (TPMS)
 - Yes
 - No
 - Other: _____

12. Payload Capacity:

- To be specified by bidder
 - Yes
 - No
 - Other: _____

13. Durability:

- Heavy-duty chassis construction
 - Yes
 - No
 - Other: _____
- Corrosion-resistant body panels
 - Yes
 - No
 - Other: _____
- Sealed electrical components
 - Yes
 - No
 - Other: _____

14. Comfort and Convenience:

- Spacious and ergonomic cab design
 - Yes
 - No
 - Other: _____
- Air conditioning
 - Yes
 - No
 - Other: _____
- Power windows and door locks
 - Yes
 - No
 - Other: _____
- Infotainment system
 - Yes
 - No
 - Other: _____

15. Warranty and Support:

- Manufacturer's warranty

- Yes
- No
- Other: _____
- Dedicated support hotline and service network
 - Yes
 - No
 - Other: _____

Proposal Submission

Interested suppliers are requested to submit their proposals no later than Friday, June 21, 2024. Proposals should include detailed specifications, pricing, warranty information, and any additional relevant details. Proposals will be opened and read at the Board Meeting on July 2, 2024.

Evaluation Criteria

Proposals will be evaluated based on compliance with specifications, pricing, warranty coverage, supplier experience, and other relevant factors.

Contact Information

For inquiries and proposal submission, please contact:

Nicolas Castro
Director of Operations/Safety
Midway City Sanitary District
714-893-3553
ncastro@midwaycitysanitaryca.gov

Please ensure that all the required details are provided and clearly marked in your proposal. Thank you for your interest in supporting the Midway City Sanitary District.



Fred M. Boerner Motor Co

3620 E Florence Ave
 Huntington Park CA 90255
 Phone: (323) 560-3882

SALES ORDER: DE-05358

Order Status: Open
 Invoice Date: _____
 Delivery Date: 05/31/2024
 Salesperson: Jesus Villegas
 Customer Reference: _____
 Payment Terms: Due At Delivery

BUYER (End User): **PROS-018836**
MIDWAY CITY SANITARY DISTRICT
 14451 CEDARWOOD ST.
 WESTMINSTER CA 92683
 P:(714) 893-3553

CUSTOMER ADDRESS:
MIDWAY CITY SANITARY DISTRICT
 14451 CEDARWOOD ST.
 WESTMINSTER, CA 92683
 P: (714) 893-3553

DELIVERY TO:
MIDWAY CITY SANITARY DISTRICT
 14451 CEDARWOOD ST.
 WESTMINSTER CA 92683

Lienholder: None

PRODUCT(S):

New Vehicle - Unit#: TBD

YR - Make - Model	Serial Number	GVWR	Odometer	Color	BodyStyle	Sales Tax	Price
2025 HINO M5	TBD					Yes	\$168,559.00
			MARATHON STAKEBED 20FT WITH CANTILEVER LIFT GATE			Yes	\$29,494.00
					DOC Preparation Fee	Yes	\$85.00
					License / DMV Fee	No	\$33.00
					Admin Fee	Yes	\$220.00
PRODUCT(S) PURCHASE PRICE:							\$198,391.00

-Sales Tax and Licensing is contingent on the exempt form filled out and returned.
 -THIS SALE PRICE DOESN'T INCLUDE AN HVIP OR ANY OTHER GRANTS.

By the execution of this Agreement Buyer agrees to purchase the Product(s) described on this and/or additional pages, subject to the acceptance of this Agreement by Seller, pursuant to the terms and conditions on this page and the following Additional Terms and Conditions. Buyer acknowledges that Buyer has received and read both this page and all of the Additional Terms and Conditions.

This Agreement cancels and supersedes any prior understandings or agreements for Buyer's purchase of the Product(s) and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement between the parties relating to the Product(s) and any Trade-In Vehicle.

If any representations, specifications, terms or other arrangements are to be relied upon by Buyer, they must be in writing and specifically identified and referenced in this Agreement; otherwise, they will not be binding on or enforceable against Seller. There are no unwritten, oral agreements between the parties.

PRODUCT(S) PURCHASE PRICE		\$198,391.00
SALES TAX	+	\$17,356.32
TIRE TAX	+	\$10.50
FEDERAL RETAIL EXCISE TAX	+	\$0.00
TOTAL PURCHASE PRICE	=	\$215,757.82
LESS TOTAL NET TRADE-IN ALLOWANCE	-	\$0.00
LESS CASH DOWN PAYMENT	-	\$0.00
UNPAID BALANCE	=	\$215,757.82

Buyer: **MIDWAY CITY SANITARY DISTRICT**

Seller: **Fred M. Boerner Motor Co**

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Please Remit Payment To: RWC International, Ltd. Accounts Receivable 600 N 75th Ave Phoenix, AZ 85043 Phone: (602) 307-1050



Buyer and Seller further understand and agree that the Sales Order / Sales Invoice is subject to the following terms and conditions, which have been mutually agreed upon:

1. **PARTIES TO AGREEMENT; DEFINITIONS.** Seller and Buyer agree that this Agreement is made in, and will be performed in, the state of Seller's location designated at the top of the first page of this Agreement. As used in this Sales Order / Sales Invoice, the terms: (a) "Agreement" means Seller's agreement to sell and Buyer's agreement to purchase the Product(s); (b) "Buyer" means Buyer as identified on the first page of this Agreement (even if Buyer finances the purchase of the Product(s) by means of an operating or capital lease where the lessor is the ultimate purchaser of the Product(s) instead of Buyer); (c) "Seller" means the RWC Group company identified at the top of the first page of this Agreement; (d) "Manufacturer(s)" means the entity or entities that manufacture the Product(s), its components, accessories or products, which are being purchased by Buyer, as set forth in this Agreement; (e) "Product(s)" means the new and/or used vehicle(s) and any other components, accessories, products or services that are being purchased by Buyer, as set forth in this Agreement; (f) "Total Purchase Price" means the total amount in U.S. dollars that Seller agrees to sell the Product(s) to Buyer, including any applicable taxes; and (g) "Trade-In Vehicle" means each vehicle that Buyer agrees to sell to Seller in exchange for credit, after deduction for any lien payoff, toward the Total Purchase Price of the Product(s) Buyer is purchasing, if any such vehicle is set forth on the first page of this Agreement. The amount of this credit is in U.S. dollars and is the "Net Trade-In Allowance" on the first page of this Agreement. Seller is not an agent of the Manufacturer(s).
2. **WARRANTIES CONCERNING EACH TRADE-IN VEHICLE.** Buyer (even if Buyer obtains financing and the ultimate purchaser of Product(s) is a lessor), as the "Trade-In Owner," makes the following warranties concerning each Trade-In Vehicle, if any, listed on the front side of this Agreement.
 - A. The Trade-In Vehicle has not been involved in any collision resulting in any body or chassis damage and does not contain any hidden or latent mechanical defects or hidden or latent defects in the body, chassis or drivetrain. Trade-In Owner otherwise shall deliver to Seller a signed written disclosure of such condition, including the Trade-In-Vehicle's accident and repair history.
 - B. Other than the creditor lien for the stated payoff balance, if any is set forth on the front side of this Agreement, the certificate of title to the Trade-In Vehicle is free and clear of any claims, liens, encumbrances, security interests, options to buy, and rights of co-owners. Trade-In Owner is the sole registered owner of the Trade-In Vehicle. If the actual creditor lien payoff is less than on the front side of this Agreement, Seller agrees to credit the difference to the unpaid balance owed to Seller. If the actual creditor lien payoff is more than on the front side of this Agreement, Trade-In Owner agrees to pay the difference to Seller on demand and, if not paid within forty-eight (48) hours, Seller may place a lien for such amount on the vehicle being purchased. Trade-In Owner agrees to deliver to Seller evidence of title satisfactory to Seller or a certificate of title to the Trade-In Vehicle on or before Seller delivers possession of any Product(s) to Buyer.
 - C. The certificate of title for the Trade-In Vehicle does not contain any brand or comment, including but not limited to "REBUILT," "SALVAGE," "RECONSTRUCTED," "JUNK," "DESTROYED," "NON-CONFORMING," "LEMON," "LEMON LAW REPURCHASE" or "FLOOD," or any other designation that would indicate any previous damage to the Trade-In Vehicle.
 - D. The Trade-In Vehicle has not been determined to have an uncorrected non-conformity or a serious or material safety defect as the result of any final determination, adjudication or settlement in any state.
 - E. The Trade-In Vehicle's emission control equipment is intact, standard to the Trade-In Vehicle, and no part of the system has been removed, altered or replaced.
 - F. The Trade-In Vehicle has never sustained hail, flood or water damage.
 - G. The odometer or hour meter on the Trade-In Vehicle, equipment and/or accessories are functional and have not been replaced, disconnected, turned back, turned forward, reset or otherwise tampered with, and the mileage or hours reflected on such odometer or hour meter is the actual mileage or hours on the Trade-In Vehicle, equipment and/or accessories.
 - H. The Trade-In Vehicle's vehicle identification number plate has not been altered or removed.
 - I. Trade-In Owner acknowledges that Seller is relying on the foregoing warranties and that, without such warranties, Seller would not be purchasing the Trade-In Vehicle. Trade-In Owner further acknowledges that a breach of any of the foregoing warranties entitles Seller to rescind this Agreement and/or to recover from Trade-In Owner any damages sustained by Seller resulting from such breach, including attorney's fees and costs.
 - J. The Net Trade-In Allowance may be adjusted in the event that: (1) Trade-In Owner fails to disclose that the certificate of title for the Trade-In Vehicle has been branded for any reason, including but not limited to its status as "Rebuilt," "Salvage," "Reconstructed," "Junk," "Destroyed," "Non-Conforming," "Lemon," "Lemon Law Repurchase," or "Flood" or any other designation that would indicate previous damage to the Trade-In Vehicle; or (2) the Trade-In Vehicle has substantial physical damage or a latent mechanical defect which occurred before Seller took possession of the Trade-In Vehicle and which could not have been reasonably discoverable at the time this Agreement was made; or (3) there are excessive additional miles (i.e., 500 miles or more) on the Trade-In Vehicle after Seller first valued it; or (4) there is a discrepancy in either (i) the mileage on the odometer and the signed odometer statement or (ii) the signed odometer statement and the actual mileage of the vehicle; provided, however, that such remedy does not preclude either party from asserting any other claims or defenses available to such party.
 - K. Trade-In Owner shall execute and deliver to Seller an odometer disclosure statement for the Trade-In Vehicle if and as required by law. Any misrepresentation on the odometer statement will constitute a breach of this Agreement and will entitle Seller to pursue all remedies allowed in equity or at law or, at Seller's option, to cancel this Agreement and/or Seller's purchase of the Trade-In Vehicle.
3. **DESIGN CHANGES.** Manufacturers reserve the right to change the design of any new motor vehicle, equipment, accessory or part at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, equipment, accessory or part covered by this Agreement, either before or subsequent to delivery thereof to Buyer. Buyer agrees to accept any such changes made by the Manufacturer.
4. **DELIVERY.** All vehicles purchased by Buyer shall be delivered to Buyer (at the location designated on the front side of this Agreement. Any Trade-In Vehicle purchased by Seller shall be delivered to Seller at Seller's location designated at the top of the front side of this Agreement or such other location as is designated by Seller. Unless otherwise provided, delivery by Seller shall be made via carriers and routes designated by the Manufacturer with freight charges to be included in the Total Purchase Price. Consistent with usual and customary logistical practices and due to the method of transport of Products offered by Seller, new vehicles may have substantial miles on the odometer at delivery. Seller shall not be liable for additional maintenance, normal wear and tear, or depreciation of new vehicles with substantial mileage due to the transport of the vehicle to Seller or to Buyer, and such substantial mileage shall not give Buyer any right to rescind or cancel this Agreement. Seller shall not be liable for a failure to deliver, or a delay in delivering, the Product(s) being sold pursuant to this Agreement where such failure or delay is due to or caused, in whole or in part, by the Manufacturer(s), wars or similar military actions, riots, civil protests, accidents, product shortages, strikes or other labor conditions, fires, storms, floods or other natural disasters, epidemics or pandemics (including by way of illustration Covid-19), governmental regulations or orders, or any other causes beyond the control of Seller or without the gross negligence or willful misconduct of Seller.
5. **BUYER DEPOSIT - DEPOSITS MAY BE ACCEPTED AS LISTED ON THE FRONT SIDE OF THIS AGREEMENT.**
 - A. Buyer agrees that the deposit, whether by cash, check (whether personal, company, certified or registered), wire transfer or ACH will be held by Seller and will be applied toward the cash portion of the Total Purchase Price, cash down payment, or initial lease-purchase payments, whichever shall apply at the time of delivery.
 - B. Credit cards are not an approved form of deposit, but a credit card payment may be used to reserve a vehicle until an acceptable deposit is received by Seller.
 - C. If this Agreement is cancelled by Seller at no cost, expense, loss or inconvenience to Seller, the deposit will be returned to Buyer within ten (10) days after written request from Buyer.
 - D. It is further agreed that, if Buyer breaches this Agreement at any time after: (1) the Product(s) reach a non-cancelable point at the Manufacturer, (2) the Product(s) are purchased by Seller from another distributor or source, (3) modifications are made to this Agreement at Seller's expense, or (4) Seller has incurred any expenses whatsoever related to the sale of the Product(s), then Seller may, in its discretion, hold the deposit until Seller effects a satisfactory sale or other disposition of the Product(s), in which event Seller will be allowed to retain from the deposit (a) all costs and charges Seller may incur, including flooring charges, until the Product(s) is sold, and (b) damages Seller has suffered by reason of such cancellation or delay; provided, however, in the event the costs and charges incurred and the damages suffered by Seller exceed the deposit, Buyer shall pay to Seller the amount of such excess and, in the event there is a balance after such retention of costs and charges and damages, the balance will be remitted to Buyer.



- E. In addition, if Buyer has delivered a Trade-In Vehicle to Seller and Seller has sold the Trade-In Vehicle, and if Seller cancels this Agreement or this Agreement is terminated or declared void for any reason, this section applies. If the Permitted Allowance (defined below) is less than zero, Buyer agrees to pay to Seller the amount of such deficit within ten (10) days of demand therefore. If the Permitted Allowance is greater than zero, Seller agrees to pay this amount to Buyer. The "Permitted Allowance" equals (1) the Net Received (defined below) multiplied by 85% minus (2) the creditor lien payoff. The "Net Received" equals (i) the sale price received by Seller for the Trade-In Vehicle minus (ii) the sum of Seller's costs of repairs and upgrades to the Trade-In Vehicle plus any taxes paid by Seller.
- F. The foregoing provisions shall not, however, be interpreted to give Buyer any right to cancel this Agreement, but merely set forth the rights to the use or disposition of the deposit in the event this Agreement is cancelled without the consent of Seller.
6. **LIMITATION ON WARRANTIES.**
- A. **NEW PRODUCTS - MANUFACTURER'S WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Agreement are limited solely and only to the published Manufacturer's warranties, if any. Except for any such warranties made by Manufacturer(s), the new Product(s) are sold without any other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, each of which is expressly disclaimed.
- B. **USED PRODUCTS - NO WARRANTIES** (If the location of Seller is in the State of Arizona, see instead Section 20). Seller makes no warranties, express or implied (including any implied warranties of merchantability or fitness for a particular purpose, each of which is expressly disclaimed) on any used Product(s) sold under this Agreement, all of which are sold "as is," except as may be set forth in any written limited warranty that is granted by Seller in Seller's sole discretion. Further, the applicability of an existing Manufacturer's warranty, if any, on used Product(s) shall be determined solely by the terms of such warranty and Seller shall have no responsibility or liability thereunder.
- C. **LIMITED WARRANTY ON SERVICES.** Seller warrants that all services performed by Seller in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date of delivery of the Product(s) to Buyer. Buyer's sole and exclusive remedy, and Seller's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. Seller provides no other warranties, whether express or implied or whether from course of dealing or usage of trade, for Services. The Services Warranty is strictly limited to services performed by Seller for Buyer. Seller does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any such warranties are solely those that are provided by the third-party service provider.
- D. **NO OTHER WARRANTIES.** Except as set forth above in this Section 6, Seller expressly disclaims all warranties of any kind or nature. There are no warranties beyond those specifically set forth on the face of this Agreement.
7. **DENIAL OF FINANCING APPROVAL** (If the location of Seller is in the State of Washington, see instead Section 21). If for any reason Buyer's financing approval is not received by Buyer, or this Agreement is terminated or declared void for any reason, this section applies. Buyer will promptly return the Product(s) to Seller. Buyer will pay to Seller, on demand, all reasonable charges and expenses for any damage to or use of the Product(s). If the Product(s) are not returned to Seller within 24 hours of Seller's request, Buyer agrees that (a) Seller may immediately retake possession of the Product(s) by any lawful means and (b) Buyer agrees to pay to Seller, on demand, (i) all costs and expenses paid or incurred by Seller in connection with retaking the Product(s), (ii) the greater of \$1.50 per mile or \$500 per day for the use of each vehicle from the date of delivery of the vehicle as provided herein to the date the vehicle is in the possession of Seller, and (iii) property damage, losses, claims, liabilities, costs and expenses (including attorneys' fees and costs), and other sums to the extent permitted by applicable law. In addition, if Buyer delivers a Trade-In Vehicle to Seller and Seller has sold the Trade-In Vehicle, the provisions of Section 5.E above also shall apply.
8. **BUYER'S OBLIGATIONS.** Before delivery of any of the Product(s) and in accordance with the terms and conditions on the front side of this Agreement, Buyer shall pay the Unpaid Balance to Seller and execute and deliver to Seller a sales invoice on Seller's form and all other documents and instruments required by Seller, as well as any documents required by Buyer's lender or lessor. Buyer agrees that any misrepresentation made by Buyer on any credit application with respect to this Agreement shall constitute a breach of this Agreement by Buyer and will entitle Seller to pursue all remedies allowed in equity or at law or, at Seller's option, to cancel this Agreement.
9. **SECURITY INTEREST.** Buyer hereby grants to Seller a security interest in (a) all of the Product(s), (b) all additions, accessories and proceeds thereof, including but not limited to insurance proceeds covering loss, damage, or destruction, and (c) all service contracts and mechanical breakdown policies pertaining thereto. The security interest secures the payment of all amounts Buyer owes to Seller pursuant to this Agreement, including but not limited to the Total Purchase Price. Seller shall have the benefit of, and retain, the security interest granted herein notwithstanding any assignment of any retail installment contract or other financing agreement to a third party.
10. **RISK OF LOSS; INSURANCE.** Buyer shall assume all risk of loss of and damage to the Product(s) at the earlier of (a) delivery of the Product(s) to Buyer or (b) Buyer's receipt of title to the Product(s). Buyer shall obtain and have in effect insurance covering the Product(s) at the time Buyer assumes the risk of loss as provided above. Seller shall have no responsibility or liability for the Product(s) after the earlier of such times.
11. **GOVERNING LAW; VENUE; TIME TO COMMENCE ACTION.** Except to the extent that the laws of the United States apply or otherwise control, this Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Seller is located as identified at the top of the front side of this Agreement, without regard to conflict of law principles that would require or permit the application of the laws of any other jurisdiction. Buyer hereby submits to the jurisdiction of the federal and state courts sitting in the county in which Seller is located as identified at the top of the front side of this Agreement. The mandatory venue for any claim, litigation, or other legal or administrative proceeding involving the parties to this Agreement (an "Action") and for any arbitration involving any Action shall be in the county in which Seller is located as identified at the top of the front side of this Agreement. Buyer has one (1) year from the date of delivery of the particular Product(s) to commence an Action against Seller, after which such Action shall be forever barred.
12. **LIMITATION OF LIABILITY.** Buyer agrees that Seller shall have no liability to Buyer for any incidental, indirect, special, consequential, or punitive damages or for any loss of income, profits, or anticipated profits, down time or business interruption.
13. **FEES AND EXPENSES.** In the event either Buyer or Seller engages the services of an attorney as a result of the breach of this Agreement by the other party, the prevailing party in any legal action or arbitration shall be entitled to reimbursement of its fees and costs of attorneys and experts and court or arbitration costs paid or incurred as a result of the other party's breach. Further, in the event Buyer files for bankruptcy or the appointment of a receiver, or any creditor files for Buyer's bankruptcy and such proceeding is not dismissed within ninety (90) days, Seller shall be entitled to recover all of its attorneys' fees and costs and court costs paid or incurred by Seller with respect to such bankruptcy proceeding, including but not limited to seeking relief from a stay or seeking reaffirmation of Buyer's obligations under this Agreement.
14. **EXECUTION AND DELIVERY BY ELECTRONIC TRANSMISSION.** If this Agreement or any document or instrument is executed in connection with this Agreement is delivered by facsimile or email pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document or instrument. Additionally, the signature of or on behalf of any party on this Agreement transmitted by way of a facsimile or email shall be considered for all purposes as an original signature. Any such faxed or emailed document or instrument shall be considered to be valid and have the same binding legal effect as an original document or instrument. At the request of Seller, any document or instrument of Buyer that is executed or delivered by facsimile or email shall be re-executed and delivered by Buyer in an original or "wet" form.



- 15. **WAIVER; SEVERABILITY.** No waiver or consent by Seller relating to this Agreement shall be valid or binding unless it is in writing and signed by Seller's authorized officer. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall continue in full force without being impaired or invalidated.
- 16. **NO BROKER; MANUFACTURER INCENTIVES.** Certain Manufacturer's incentives are intended to be used for retail customers at Buyer's location designated at the top of the front side of this Agreement. If at any time Seller determines that Buyer intends to engage in the resale or export of any of the Product(s) that is not in conjunction with further manufacturing or that is not first approved by Seller in writing, Seller shall have the right to cancel this Agreement by notice to Buyer and without any liability to Seller. Buyer represents that Buyer is not purchasing any of the Product(s) with the intent to resell or export the Product(s), except where such resale or export is in conjunction with further manufacturing. If at any time Seller determines that any of the foregoing representations are not true, Buyer shall pay to Seller any Manufacturer's incentives that are charged back to Seller.
- 17. **COMMUNICATION CONSENT.** Seller and any other owner or servicer of this Agreement may (a) use any information Buyer provides to Seller, including but not limited to contact names, location and mailing addresses, email addresses, cellphone numbers, and landline numbers, to contact Buyer for any purposes related to this Agreement, including debt collection and marketing purposes. In addition, Buyer expressly consents to any such contact being made by the most efficient means or technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Buyer is charged for the contact.
- 18. **CONSTRUCTION OF AGREEMENT.** This Agreement is the result of negotiations between the parties, and the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The captions in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. The parties waive the application of any rule of law otherwise applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted or construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft thereof.

Section 19 applies only if Buyer is purchasing a vehicle from a location of Seller in the State of Washington

- 19. **DOCUMENTARY SERVICE FEE.** The documentary service fee or documentation fee shown on the front side of this Agreement is negotiable. The amount of such fee as shown has been agreed upon by Buyer and Seller.

Section 20 applies only if Buyer is purchasing a used vehicle from a location of Seller in the State of Arizona and it modifies Section 6.B above

- 20. **USED VEHICLE - LIMITED WARRANTY IN ARIZONA:** Seller hereby warrants that the vehicle will be fit for the ordinary purposes for which the vehicle is used for 15 days or 500 miles, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. Buyer will have to pay \$25.00 for each of the first two repairs if this warranty is violated. This is the only warranty provided by Seller for the used vehicle. Seller otherwise makes no other warranties, express or Implied, for any of the Product(s) sold to Buyer.

Section 21 applies only if Buyer is purchasing the vehicle from a location of Seller in the State of Alaska and it replaces Section 7 above

- 21. **DENIAL OF FINANCING APPROVAL.** If Buyer's final financing is not approved and, as a result, the transaction is not completed, and if Seller has delivered a vehicle to Buyer, then (a) Buyer shall, at Buyer's cost, deliver the vehicle to Seller at the location identified at the top of the front side of this Agreement, (b) the Trade-In Vehicle, if any, shall be returned to Buyer at Seller's location identified at the top of the front side of this Agreement in the same condition as received and with no more than 100 miles accumulated on the odometer, and (c) Seller shall return Buyer's entire down payment minus the following amounts owed to Seller, if Buyer made an intentional misrepresentation on its credit application or financial statement, (i) Buyer shall reimburse Seller for the use of the vehicle in excess of 100 miles at a rate equal to the greater of \$0.45 per mile or the business mileage rate applied by the IRS at the time the vehicle is returned to Seller, and (ii) Buyer shall be responsible for damages to the vehicle that occurred while the vehicle was in Buyer's possession and for parking tickets, towing fees, storage fees, impound fees and other similar charges incurred by Buyer while the vehicle was in Buyer's possession.
- 22. **COUNTERPART SIGNATURES.** This Agreement may be executed by the parties in counterparts, each of which shall be an original and both of which together shall constitute one and the same Agreement.
- 23. **ARBITRATION CLAUSE - TO BUYER ("YOU" OR "YOUR");** THIS ARBITRATION CLAUSE SIGNIFICANTLY AFFECTS YOUR RIGHTS IN ANY CLAIM, DISPUTE OR CONTROVERSY (A "DISPUTE") WITH SELLER ("WE"). YOU SHOULD READ THIS ARBITRATION CLAUSE CAREFULLY BEFORE SIGNING THIS AGREEMENT.
 - A. SUBJECT TO THE TERMS HEREOF, IN THE EVENT THERE IS ANY DISPUTE BETWEEN US, IT WILL BE DECIDED BY ARBITRATION AND NOT IN COURT BY A JUDGE OR JURY. YOU EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL.
 - B. IF A DISPUTE IS ARBITRATED, YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
 - C. DISCOVERY AND RIGHTS TO APPEAL IN AN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND SELLER WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.
 - D. All disputes between us (individually a "party" and collectively the "parties"), whether in contract, tort or otherwise, and including the interpretation and scope of this clause, and the arbitrability of the dispute, between you and us or our employees, agents, successors or assigns, which arises out of or relates to this Agreement or any resulting matters, shall, at your or our election, be resolved by neutral, binding arbitration in a manner consistent with the laws of the state in which Seller is located as designated at the top of the front side of this Agreement. Any dispute shall be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. If the parties are not able to agree upon a single arbitrator within ten (10) days following demand therefore, then the arbitrator will be appointed by Judicial Arbitration and Mediations Services. The parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either party, and that any dispute between the parties will not be heard and decided by a judge or jury.
 - E. Each party shall pay one-half of the arbitrator's fees and costs, unless one party is determined by the arbitrator to be the prevailing party, in which case the arbitrator, subsequent to the arbitration itself, may award to the prevailing party its share of the arbitrator's fees and costs, and award to the prevailing party the reasonable fees and costs of its attorneys and experts. The arbitrator's decision and/or award shall be final and binding on the parties and may be entered as a judgment and enforced in any court of competent jurisdiction.
 - F. You and we retain the right to self-help remedies, such as repossession. You and we retain the right to seek remedies in bankruptcy court for disputes within its jurisdiction, unless such action is transferred, removed or appealed to a different court or is arbitrated. This Section 23 shall survive any termination or assignment of this Agreement. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

By setting forth his or her initials, Buyer acknowledges that this Agreement contains the above arbitration provision, and agrees that he or she has read and agrees to the same:

BUYER'S INITIALS _____



Marathon Industries Inc.
 25597 Springbrook Ave. Santa Clarita 91350
 1-(661) 286-1520 Fax: 1-
Dedicated to serving you better!
 WWW.MARATHONTRUCKBODY.COM

SALES QUOTATION

Sales Quote No	QNB-068724
Sales Quote Date	06/13/24
Customer No	
Customer PO No	
Cust PO Date	06/13/24
Payment Terms	Net 10 days
Salesperson	Jason Lachberg
Quoted By	

Quote Expiration Date : 06/23/24

Page: 1

Sold To:

RWC
 Jesus
 3620 E. Florence
 Huntington Park, CA 90255
 USA

Tel: 323-560-3882
 Fax: 323-560-1835

Ship To:

RWC
 3620 E. Florence
 Huntington Park, CA 90255
 USA

Tel:
 Fax:

Year:

Make:

Model:

Wheel Base:

Cab to Axle

Pool Chassis: No

VIN Number:

Serial Number:

License No.:

Item:

Item No.	Description	Unit	Qty	Order Unit Price	Labor	Amount
8OPT1002	Electric Chassis Handling All electric vehicles are FOB Marathon Special Handling Confirm Mounting Points at time of mfg	Each		1.00		
3STK209642	20' OL x 96" OW Stake Bed Cab High Punched Steel Headboard - lower 1/2 Solid Heavy Duty Formed Steel Frame Rails w/ Pockets Crossmembers on 12" Centers 48" High Hardwood Stake Gates 2 @ base w/ 3 above 1 1/8" S.L. Hardwood Floor (not for forklift/jack) Rope Hooks All Legal FMVSS lights/reflectors Mudflaps & Undercoating Body Painted Black All Marker Lights "LED" **No Rear Stakes or Stake Pockets ***	Each		1.00		
8TOOL1029	48"L18"H20"D Toolbox Padlock T - Whale Chome T - Pass Side Front, Open Down w/ Lanyard	Each		1.00		
8FLTOPT1012	Sliding Winch Track 72"L Curbside	Each		3.00		
8FLTOPT1011	Sliding Winch Curbside 5 Winches total - 3 Before axle / 2 after	Each		5.00		
8LGI1015	Palfinger ILK-33 60"x94" Conventional Level Ride Liftgate 60"x94" Wedge 3300 Lbs capacity. Aluminum Platform Cab Shut Off Hand Held Remote - Holder at Rear	Each		1.00		
8OPT1026	Back Up Camera w/ Monitor	Each		1.00		
8FREIGHT1001	FOB Marathon	Each		1.00		
8FREIGHT27	Weight Certificate & Misc Fuel	Each		1.00		



Midway City Sanitary District

Request for Proposal (RFP) for One New Electric Vehicle (EV) Procurement

Project Overview

The Midway City Sanitary District invites proposals from qualified suppliers for the procurement of one new electric vehicle (EV). This EV will support our operations by assisting with bulky item pick-ups and container replacement/deliveries within the District's service area.

Project Scope

The selected supplier will be responsible for providing one new electric truck that meets the specifications outlined below. The truck will include a stake-bed, combo winches, wood stake gates, and a cantilever liftgate.

Specifications Checklist

Please indicate compliance with each specification by marking "Yes," "No," or "Other" (please specify).

1. Vehicle Class:

- Class 4 or Class 5 Electric Truck
 - Yes
 - No
 - Other: 2025 SEA Electric -140 miles on 50% load

2. Stake-Bed Size:

- 20 feet
 - Yes
 - No
 - Other: _____

3. Floor Material:

- Steel diamond overlay fully welded

- Yes
 - No
 - Other: _____
4. **Headboard Height:**
- 50/50 cab height
 - Yes
 - No
 - Other: _____
5. **Wood Stake Gates:**
- 48 inches in height, side-mounted
 - Yes
 - No
 - Other: _____
6. **Combo Winches:**
- Two (2) side-mounted combo winches, minimum capacity 5,000 lbs. each
 - Yes
 - No
 - Other: _____
7. **Cantilever Liftgate:**
- Aluminum platform, capacity 2,500 lbs.
 - Yes
 - No
 - Other: 3300lb capacity per drivers
8. **Electric Motor Specs:**
- High-torque electric motor (specifications to be provided by bidder)
 - Yes
 - No
 - Other: 1100lb-ft (1500Nm)
9. **Battery Capacity:**
- Lithium-ion battery pack (specifications to be provided by bidder)
 - Yes
 - No
 - Other: 138Kwh
10. **Charging Infrastructure:**
- Compatible with Level 2 and/or DC fast charging stations
 - Yes
 - No
 - Other: _____
11. **Safety Features:**
- Collision avoidance system
 - Yes
 - No
 - Other: _____
 - Blind-spot monitoring
 - Yes
 - No

- Other: _____
- Rearview camera system
 - Yes
 - No
 - Other: _____
- Tire pressure monitoring system (TPMS)
 - Yes
 - No
 - Other: _____

12. Payload Capacity:

- To be specified by bidder
 - Yes
 - No
 - Other: _____

13. Durability:

- Heavy-duty chassis construction
 - Yes
 - No
 - Other: PSI 56,900, RBM (lb-ft) 423,050
- Corrosion-resistant body panels
 - Yes
 - No
 - Other: Hino Shell
- Sealed electrical components
 - Yes
 - No
 - Other: _____

14. Comfort and Convenience:

- Spacious and ergonomic cab design
 - Yes
 - No
 - Other: Hino Shell
- Air conditioning
 - Yes
 - No
 - Other: _____
- Power windows and door locks
 - Yes
 - No
 - Other: _____
- Infotainment system
 - Yes
 - No
 - Other: _____

15. Warranty and Support:

- Manufacturer's warranty

- Yes
 - No
 - Other: Standard 3yr or 50,000 miles, 5 yr. on batteries pr 1000,000 miles or 150MWh
 - Dedicated support hotline and service network
 - Yes
 - No
 - Other: 24 hr. service 833- SEAELEC
-

Proposal Submission

Interested suppliers are requested to submit their proposals no later than Friday, June 21, 2024. Proposals should include detailed specifications, pricing, warranty information, and any additional relevant details. Proposals will be opened and read at the Board Meeting on July 2, 2024.

Evaluation Criteria

Proposals will be evaluated based on compliance with specifications, pricing, warranty coverage, supplier experience, and other relevant factors.

Contact Information

For inquiries and proposal submission, please contact:

Nicolas Castro
Director of Operations/Safety
Midway City Sanitary District
714-893-3553
ncastro@midwaycitysanitaryca.gov

Please ensure that all the required details are provided and clearly marked in your proposal. Thank you for your interest in supporting the Midway City Sanitary District.