

## AGREEMENT NO. 2021-6B

### SECOND AMENDMENT TO SERVICE CONTRACT FOR CONSTRUCTION AND OPERATION SERVICES OF THE NORTH PLEASANT VALLEY DESALTER FACILITY PROJECT NO. WT-11-01 BETWEEN CITY OF CAMARILLO AND INFRAMARK LLC

This Second Amendment to Agreement No. 2021-6 (Second Amendment) is entered into between the City of Camarillo, a California general law city and municipal corporation (City), and Inframark LLC, a Texas limited liability company, collectively referred to as the Parties. The effective date of this Second Amendment is July 1, 2024.

#### **RECITALS**

A. On January 13, 2021, Camarillo City Council approved a Service Contract with Inframark LLC for Construction and Operation Services of the North Pleasant Valley Desalter Facility in the amount of \$11,415,942. The Parties entered into a written agreement entitled Service Contract for the Operation Services of the North Pleasant Valley Desalter Facility Project No. WT-11-01 between City of Camarillo and Inframark LLC, Agreement Number No. 2021-6 effective January 13, 2021 (Agreement).

B. On April 27, 2022, Camarillo City Council approved an Amendment to the Service Contract with Inframark LLC for additional services for Construction Start Up and Commissioning of the North Pleasant Valley Desalter Facility in the amount of \$790,400. The Parties entered into a written agreement amendment entitled First Amendment to the Service Contract for the Operation Services of the North Pleasant Valley Desalter Facility Project No. WT-11-01 between City of Camarillo and Inframark LLC, Agreement Amendment Number No. 2021-6A effective July 1, 2022 (Agreement Amendment).

C. All capitalized terms not defined in this First Amendment have the meaning set forth in the Agreement.

D. The parties desire to amend the Scope of Work in accordance with Section 4.5(D) and Section 4.8(A) of the Agreement.

**Section 1. Second Amendment.** The Agreement is amended to add the following:

a. The Scope of Work of the Agreement is amended to add the following to the Operations Phase of Agreement:

Proposal Form 2 updated to add City-authorized Extraordinary Items Charge in the amount of \$200,000 for FY 24/25, \$200,000 FY 25/26 and \$200,000 for FY 26/27 as required to maintain operations (attached as Exhibit A).

**Section 2. Compensation and Payment.** This Second Amendment is for a not-to-exceed amount of \$600,000, for a total agreement amount of \$12,806,342.

**Section 3. Continuation of Terms of Agreement.** Except as expressly amended by the terms and provisions of this First Amendment, the remaining terms and provisions of the Agreement remain in full force and effect.

[Signatures on the following page]

THE AUTHORIZED REPRESENTATIVES of the Parties have caused this Second Amendment, Agreement No. 2021-6B.

**CITY OF CAMARILLO**

\_\_\_\_\_  
Greg Ramirez, City Manager

ATTEST:

\_\_\_\_\_  
Kristy Buxkemper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**INFRAMARK LLC, a Texas limited liability company**

*Stephen D Meininger*

\_\_\_\_\_  
By: Steve Meininger

Title: Chief Executive Officer

Date: 05 / 21 / 2024



\_\_\_\_\_  
By: Andrew Appleton

Title: President of Contract Operations

Date: 05 / 21 / 2024

Attachment: Exhibit A – Fee Schedule

Camarillo Business Tax Certificate No: 045272 / Expiration Date: 05/31/2024

# EXHIBIT A

**City of Camarillo**  
**North Pleasant Valley Desalter Operations Service Contract**  
**Proposal Form 2 – Operations Period Services**  
**Fixed Component Fee**

Category		Operating Period				
		Contract Year 1	Contract Year 2*	Contract Year 3*	Contract Year 4*	Contract Year 5*
1	General Administration	\$298,303.78	\$304,269.86	\$310,355.26	\$316,562.36	\$322,893.61
2	Insurance and Securities	\$102,733.27	\$104,787.93	\$106,883.69	\$109,021.36	\$111,201.79
3	Operations Labor (Continuous Manned Operation)	\$1,416,857.35	\$1,445,194.50	\$1,474,098.39	\$1,503,580.36	\$1,533,651.96
4	Operations Labor (Two 8-hour Shifts)	\$1,211,706.40	\$1,235,940.53	\$1,260,659.34	\$1,285,872.53	\$1,311,589.98
5	Operations Labor (One 8-hour Shift)	\$801,115.34	\$817,137.64	\$833,480.40	\$850,150.00	\$867,153.00
6	Operator Training	\$8,160.00	\$8,323.20	\$8,489.66	\$8,659.46	\$8,832.65
7	Office Supplies	\$7,650.00	\$7,803.00	\$7,959.06	\$8,118.24	\$8,280.61
8	Maintenance, Repair, and Replacement	\$94,477.50	\$96,367.05	\$98,294.39	\$100,260.28	\$102,265.48
8a	Cartridge Filter Replacement	\$38,250.00	\$39,015.00	\$39,795.30	\$40,591.21	\$41,403.03
9	Facility Site Maintenance	\$10,200.00	\$10,404.00	\$10,612.08	\$10,824.32	\$11,040.81
10	Utilities (Excluding Electric)	\$34,041.74	\$34,722.57	\$35,417.02	\$36,125.36	\$36,847.87
11	IT and SCADA Services	\$11,434.20	\$11,662.88	\$11,896.14	\$12,134.06	\$12,376.75
12	Chemical Procurement	\$52,836.00	\$53,892.72	\$54,970.57	\$56,069.99	\$57,191.39
13	Regulatory Compliance Services and Laboratory Analysis	\$32,512.50	\$33,162.75	\$33,826.01	\$34,502.53	\$35,192.58
14	Vehicles	\$10,542.98	\$10,753.83	\$10,968.91	\$11,188.29	\$11,412.06
15	Fuel	\$3,332.85	\$3,399.51	\$3,467.50	\$3,536.85	\$3,607.58
16	Extraordinary Item Charges Authorized by City			\$200,000.00	\$200,000.00	\$200,000.00
	Fixed Component Fee Schedule	\$2,121,332.16	\$2,163,758.80	\$2,407,033.98	\$2,451,174.66	\$2,496,198.15

Operations Labor costs for reduced on-site staffing shall not be included in base Fixed Component Subtotal. Actual fixed component subtotal for the purposes of calculating the Fixed Component in Section 8.4 of the Service Contract shall be based on only one Operations Labor category above (either 3, 4, or 5). Include Line Item 3, 4, and 5 for all five contract years in the Fixed Component Fee Subtotal.

**\*Annual price increase illustrated at 2% per year, subject to contract.**