DATE: January 15, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Award Household Hazardous Waste Removal Agreement to Stericycle Environmental Solutions, Inc.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute three-year Agreement No. A-8017 with Stericycle Environmental Solutions, Inc. to provide for the removal, transportation, recycling, and disposal of household hazardous waste for an amount not to exceed $250,000 per year with a total contract amount of $750,000.

BACKGROUND

Regulations from the California Department of Resources Recycling and Recovery (CalRecycle) and the California Department of Toxic Substances Control require that household hazardous waste material that is collected at permitted facilities such as the Del Norte Regional Recycling and Transfer Station (Del Norte) be continuously processed and removed from the premises within 90 days of collection, or the facilities are subject to fines or penalties.

On December 12, 2017, the Council approved Agreement No. A-7988 with Safety-Kleen Systems, Inc. in the amount of $100,000 for a term that expired November 7, 2018. The agreement provided for the removal, transportation, recycling, and disposal of household hazardous waste material collected at Del Norte. The agreement was extended for both spending authority and extension of time to December 31, 2018, to complete a new bidding process.

DISCUSSION
On January 17, 2018, the City issued a formal request for bids (RFB) for the removal, transportation, recycling, and disposal of HHW material. The RFB was advertised in the Vida newspaper, the City of Oxnard website, and the Public Purchase website. Fifteen (15) firms received the bid notification, and two (2) firms responded with bids by the April 26, 2018, deadline. The chart below provides a comparison of the pricing offered by the two responding firms. The chart focuses on the HHW materials that are most commonly collected citywide and at Del Norte:

<table>
<thead>
<tr>
<th>HHW Material</th>
<th>Unit</th>
<th>Stericycle</th>
<th>Safety-Kleen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Used Motor Oil</td>
<td>55 Gallon Drum</td>
<td>$103.52</td>
<td>$50.00</td>
</tr>
<tr>
<td>Water Based Paint</td>
<td>55 Gallon Drum</td>
<td>$180.00</td>
<td>$180.00</td>
</tr>
<tr>
<td>Fluorescent Light Bulbs</td>
<td>Box of 37</td>
<td>No Charge</td>
<td>No Charge</td>
</tr>
<tr>
<td>Acid-Lead Auto, Motorcycle &amp; Computer Batteries</td>
<td>Each</td>
<td>No Charge</td>
<td>$20.00</td>
</tr>
<tr>
<td>Antifreeze</td>
<td>55 Gallon Drum</td>
<td>$50.00</td>
<td>No Charge</td>
</tr>
<tr>
<td>Mixed Household Cleaners</td>
<td>55 Gallon Drum</td>
<td>$110.00</td>
<td>$165.00</td>
</tr>
<tr>
<td>Aerosol Cans</td>
<td>55 Gallon Drum</td>
<td>$170.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Toxic Liquid Generic Profile</td>
<td>55 Gallon Drum</td>
<td>$292.00</td>
<td>$475.00</td>
</tr>
<tr>
<td>Natural Gas Propane Tanks</td>
<td>5 to 15 Gallon Propane Tank</td>
<td>$15.75</td>
<td>$190.00</td>
</tr>
<tr>
<td>Mixed Alkaline Batteries</td>
<td>15 Gallon Drum</td>
<td>$280.00</td>
<td>$180.00</td>
</tr>
<tr>
<td>Empty 55 Gallon Poly Drum, (Supply)</td>
<td>Each</td>
<td>$45.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>$1,246.27</td>
<td>$1,535.00</td>
</tr>
</tbody>
</table>

Stericycle and Safety-Kleen have previously provided HHW service at Del Norte. Both firms offer competitive pricing on several of the most commonly collected HHW materials as shown in the table above. Those items constitute approximately 90 percent of the materials collected at Del Norte. Based on the bid results, staff recommends that Stericycle be awarded the three-year term contract for HHW material removal, transportation, recycling and disposal, for an annual amount of not to exceed $250,000 per year with a total contract value of $750,000.

The agenda item came before the Utility Task Force (UTF) on December 6, 2018. The UTF authorized staff to proceed to the City Council with the agreement.

**STRATEGIC PRIORITIES**

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:
Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

FINANCIAL IMPACT

There are sufficient funds budgeted in FY 2018-19 (Account No. 631-6301-842-8209) in the Solid Waste Operating Fund to cover the estimated FY18-19 cost of $125,000 for this service. The costs of the contract associated with future fiscal years will be included in future recommended budgets.

Prepared by Grant Dunne, Management Analyst III.

ATTACHMENTS:

Attachment A - Stericycle Environmental Solutions Agreement A-8107
AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: November ___, 2018
(2) Vendor: Stericycle Environmental Solutions, Inc.
(3) Services: Vendor shall provide all labor, materials and equipment for the collection, removal, transport, recycling and disposal containment of Recyclable Household Hazardous Waste (RHHW). The Vendor shall collect, remove and transport RHHW from the Del Norte Regional Recycling and Transfer Station (Del Norte) to recycling disposal areas per the Scope of Services Exhibit.
(4) Schedule of Services: On-call schedule for the collection, removal, transport, recycling and disposal containment of RHHW.
(5) Agreement Ending Date: November 7, 2021
(7) City’s Project Manager: James Torrez, Interim Materials Recovery Facility (MRF) Manager
(8) Vendor’s Project Manager: Luis Perez, Project Manager
(9) Insurance Coverage: INS-D (includes Pollution Legal Liability)
(10) What wages are required for this Project?
   [ ] Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
   [ ] Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
   [ ] Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
   [ ] Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
(11) Addresses for Notice:
   FOR VENDOR:
   2490 West Pomona Blvd.,
   Pomona, CA 91768
   Attn: Luis Perez, Project Manager
   FOR CITY:
   111 South Del Norte Boulevard
   Oxnard, CA 93030
   Attn: James Torrez, Interim MRF Manager
(12) Contact Emails:
   VENDOR’S PROJECT MANAGER:
   luis.perez@stericycle.com
   jennifer.wagner@stericycle.com,
   CITY’S PROJECT MANAGER:
   james.torrez@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- Scope of Services Exhibit
- Rates and Costs Exhibit
- Insurance Exhibit (INS-D)
- Living Wage Policy Exhibit
- Prevailing Wages Exhibit
- Schedule of Services Exhibit
AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City’s payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year’s conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City’s Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby
designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnities") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to
K.4.a

Agreement No. A-8017

indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnities.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnities shall not relieve Vendor from its separate and distinct obligation to defend the Indemnites. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnites. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnites, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnites shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and
the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City’s use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, “Confidential Information” means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City’s possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City’s expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information’s disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor’s own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere
with the Services Vendor shall perform for the City. Except as City’s Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers’ compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor’s subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City’s Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City’s Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 = 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 et seq., the Project is a “public work.” The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.
21. **Nondiscriminatory Employment.** Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor’s compliance with this Section.

22. **Vendor’s Representations.** Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor’s full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. **Compliance with Laws.** In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. **Conflict of Interest.** If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City’s conflict of interest code, Vendor shall be subject to City’s conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor’s personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. **Fictitious Name.** If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor’s prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. **Non-Assignability.** Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. **Protection of Services.** Vendor shall continuously maintain adequate protection of all of Vendor’s work from damage and shall protect the City’s property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. **Applicable Law; Venue.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. **Titles.** The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. **Force Majeure.** Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
32. **Authority.** Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. **Binding Agreement.** The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. **Cumulative Remedies.** All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. **Integration; Amendment.** This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. **Construction.** In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. **No Waiver.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. **Attorneys' Fees.** The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. **Notice.** Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

☐ Tim Flynn, Mayor
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name], Buyer

ATTEST:

Michelle Ascencion,
City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer,
City Attorney (always required)

STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.

☐ Marc Scott, Vice President of Sales

Fritz Breisch,
Chief Financial Officer

1 The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.
SCOPE OF SERVICES EXHIBIT

Hazardous Waste Transportation: The Vendor shall load Recyclable Household Hazardous Waste (RHHW) designated for shipment (i.e., full drums, cubic yard boxes, etc.) into Vendor’s truck. Vendor shall be licensed with the State of California Department of Toxic Substances Control and must have all necessary federal, state and local permits and approvals. Vendor’s drivers, vehicles and equipment used to transport program (?) hazardous waste shall be certified for use in handling and transporting hazardous waste.

The Vendor shall transport all RHHW to pre-designated recycling, treatment or disposal facilities in accordance with federal, state and local laws and regulations. These facilities shall be licensed by the resident state and the United States Environmental Protection Agency. Facilities located within the State of California must be licensed by the State Department of Toxic Substances Control.

Non-conforming RHHW may be rejected by Vendor. Title, risk of loss and all other incidents of ownership to non-conforming RHHW shall remain at all times with the City (the generator). RHHW shall be considered non-conforming if it is not properly packaged, labeled or has constituents, characteristics or properties not disclosed on the Waste Profile. The City shall pay Vendor for the handling, transporting, storing and caring for and, if applicable, disposing of such non-conforming RHHW. Notwithstanding anything to the contrary, the City shall be responsible for any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys’ fees) which Contractor may hereafter incur, or pay out arising out of or related to non-conforming RHHW.

Manifesting: At Vendor’s expense, manifests, bills of lading and markings shall be pre-printed with generator information and the Department of Transportation (D.O.T) description. City staff will review drum markings, labels and manifests prior to signing manifest and shipping RHHW. Vendor is responsible for providing proper D.O.T. placard of vehicle at time of shipment.

Vendor shall efficiently and correctly complete manifest of materials, complying with and satisfying, requirements such as:

- California Code of Regulations, Title 22
- Code of Federal Regulations, Title 40 and Title 49
- California Department of Toxic Substance Control
- U.S. EPA permitted disposal facility requirements for receiving hazardous materials
- Certified Unified Program Agency

Weighing RHHW: The Vendor shall weigh all RHHW. That net weight shall be listed on all manifests and bills of lading and included on all required reports, including CalRecycle Form 303 (excluding tare weight i.e., poly drums, pallets, cylinders, etc.) as provided by scale having current certification, as appropriate and necessary.

RHHW Destination Facilities: Vendor shall provide a list of facilities that accept RHHW for reclaiming or recycling disposal. Vendor shall include disposal site name, mailing and facility address, phone number and types of RHHW accepted at each facility. Vendor shall list all necessary operation permits, indicate the permit status for each facility and number of violations in the past the three (3)
years. During the term of the Agreement, if the Vendor substitutes any facility on the list, Vendor shall notify the City within thirty (30) days and provide the Project Manager with the new facility information. The City reserves the right to audit or inspect any of the listed facilities to ensure their compliance.

The Vendor shall warrant that Vendor-owned, or approved for use, storage and/or treatment/disposal facilities are currently licensed and permitted at time of receipt of City’s RHHW. In the event that a storage/treatment facility has lost its permitted status during the term of the Agreement, the Vendor shall promptly notify the City of such loss and work in good faith with the City to secure appropriate disposal capacity through other facilities. The Vendor shall disclose its ownership or financial interest in any storage, treatment or disposal facility proposed or used by the City.

RHHW Management Preferences: The Vendor shall follow, in order of preference, the City’s RHHW management preferences for recycling options: (1) reuse, (2) recycling, (3) energy recovery, (4) treatment, (5) incineration and/or (6) landfill/stabilization. The Vendor shall recycle RHHW whenever feasible. The City aims to reflect the waste disposal hierarchy established by the State of California as much as possible. This hierarchy calls for source reduction and reuse first, then recycling and reclamation whenever feasible. Environmentally sound incineration and hazardous waste landfill disposal are considered the least desirable options. It is the City’s intent to recycle, process, treat, minimize and consolidate as much RHHW as possible before shipment for final disposal. Recycling, energy recovery, and treatments are preferred methods of disposal because they are less likely to result in long-term liability.

The Vendor shall recycle easily recyclable materials and demonstrate that efforts are made to recycle more difficult materials. The City will be responsible for using abovementioned selected methods of disposal for each waste stream. In the event RHHW is not managed in accordance with the City’s selected recycling methods, the Vendor shall pay liquidated damages in the amount of one thousand dollars ($1,000) per 55 gallon drum.

Certificates and Documentation: The Vendor shall provide appropriate documentation certificates and records as required by applicable federal, state and local laws and regulations. All documentation shall be completed clearly, correctly and legibly. Copies of any manifest attachments shall be provided to the Project Manager at the time of transport. Documentation submittals for all work shall include but not be limited to:

- Bills of lading or non-hazardous waste manifests
- Hazardous waste manifests and continuations sheets
- Labpack inventory sheets
- Certificates of destruction, decontamination, disposal and/or recycling
- Monthly and annual CalRecycle Form 303
- Event summary reports

Appropriate copies of the documentation listed above shall be furnished to the City’s Project Manager at the time of waste shipment or at a time mutually agreed upon in writing by the City and Vendor.

If required by the City’s Project Manager, the Vendor shall provide reconciliation of manifests and a letter of explanation for any shipping or manifest discrepancies.
The Vendor shall furnish closed originals of all uniform (and non-hazardous) waste manifests, signed by a duly authorized representative of the receiving treatment, storage and disposal facility, to the City’s Project Manager within thirty (30) calendar days of RHHW shipment.

At all times during the transportation, storage and disposal of RHHW managed under this Agreement, the Vendor shall know the location, condition and status of each item managed. Upon request, the Vendor shall make this information available in written progress reports to the City’s Project Manager. The progress reports shall include a listing of items removed, referenced by identification and uniform hazardous waste manifest numbers. The reports shall contain a description of the location and status of RHHW on the date of the progress report.

**Reporting:** The Vendor shall complete CalRecycle Form 303 for each fiscal year and submit it to the City by September 30. The Vendor shall provide the information through electronic mail in a format approved by the City. The Vendor shall provide quarterly reports, including tables and charts depicting the amounts and types of RHHW categories collected and management methods of materials collected. Vendor shall provide the City with certificates of recycling and treatment and/or certificates of destruction within 30 days upon the City’s request.

**Spill Prevention and Clean Up:** The Vendor shall only use methods, equipment and practices required by all federal, state and local laws and regulations, as well as industry recommended and approval methods, equipment and practices, to ensure that no discharges, releases, spills or leakage occur during the loading, transportation, storage and disposal of RHHW managed under this Agreement.

In the event of a discharge, release, spill or leakage of RHHW during loading, transportation, storage or disposal of wastes, the Vendor shall take immediate action to protect human health and the environment. At no expense to the City, the Vendor shall be fully responsible for the remediation and clean-up any such discharge, release, spill or leakage, in accordance with all applicable federal, state and local laws and regulations.

Should any accident or incident occur that results in any discharge, release, spill or leakage, the Vendor shall notify the City’s Project Manager by telephone or in person as soon as practicable, after the immediate emergency measures have been undertaken. The Vendor shall notify and report the event to the appropriate regulatory or emergency response agencies, as required under federal, state, and local laws and regulations.

At its discretion, the City may decide the actions to be taken, should any discharge, release, spill or leakage of RHHW occur during loading and/or transportation activities on City property. The Vendor shall compensate the City for any costs incurred for response to any discharge, release, spill or leakage of RHHW occurring on City property during unloading vehicles, loading, packaging and/or transportation activities caused by Vendor’s negligence. If requested by the City, the Vendor shall furnish the City’s Project Manager with a detailed written report describing any discharge, release, spill or leakage of hazardous wastes during transportation, storage or disposal of RHHW.

The Del Norte Station RHHW Drop-Off Center is outdoors. The Vendor shall protect the collection area from any runoff of residual materials or spills.

**Regulatory Requirements:** The Vendor is responsible for keeping up to date on all regulations
pertaining to the management of RHHW. The Vendor must be thoroughly knowledgeable on the requirements of the Department of Resources Recycling and Recovery (CalRecycle) programs, such as the Battery and Paint Stewardship Acts and regulations and policies relating to the environmentally sound management and recycling of RHHW.

**Monthly Invoice:** Vendor shall send a monthly invoice to City for Vendor’s cost of loading, transport and delivery of RHHW to licensed and permitted recycling centers. The monthly invoice shall itemize types, quantities and unit costs of RHHW and dates of service. The invoice shall include all labor, supervision, equipment, materials, supplies, fees, permits, transportation and any other cost directly or indirectly relating to the work. City shall pay Vendor within thirty (30) days of receiving monthly invoice.

**Safety Practices:** Vendor shall follow all City operational and safety practices while providing service at the Del Norte Facility. Vendor shall comply with all City policies, procedures and practices regarding traffic safety and the wearing of personal protective equipment, such as hard hats, safety-vests, safety glasses, gloves and safety footwear.

**Household Battery Collection:** Once a month, or as requested by the Project Manager, Vendor shall pick-up batteries from collection points at satellite locations within the City, such as City Hall, the Public Safety Building, the Municipal Service Center, the Corporate Yard and other buildings and facilities owned and operated by the City,
<table>
<thead>
<tr>
<th>Containerized Waste Service</th>
<th>Type of Container</th>
<th>Price Per Container</th>
</tr>
</thead>
<tbody>
<tr>
<td>4’ Fluorescent Bulb</td>
<td>Per Box of 37</td>
<td>$0.00 “No Charge”</td>
</tr>
<tr>
<td></td>
<td>Per Bulb</td>
<td>$0.00 “No Charge”</td>
</tr>
<tr>
<td>8’ Fluorescent Bulb</td>
<td>Per Box of 37</td>
<td>$0.00 “No Charge”</td>
</tr>
<tr>
<td></td>
<td>Per Bulb</td>
<td>$0.00 “No Charge”</td>
</tr>
<tr>
<td>Metal Halide Bulb</td>
<td>Per Bulb</td>
<td>$4.00 ($25 minimum)</td>
</tr>
<tr>
<td>Oil Based Paint Waste</td>
<td>55 gallon drum</td>
<td>$185.00</td>
</tr>
<tr>
<td>Water Based Paint Waste</td>
<td>55 gallon drum</td>
<td>$180.00</td>
</tr>
<tr>
<td>Mixed Solvent/Sludge Waste</td>
<td>55 gallon drum</td>
<td>$185.00</td>
</tr>
<tr>
<td>Absorbent Waste</td>
<td>55 gallon drum</td>
<td>$110.00</td>
</tr>
<tr>
<td>Aerosols Cans</td>
<td>55 gallon drum</td>
<td>$170.00</td>
</tr>
<tr>
<td>Mixed Household Cleaner Waste</td>
<td>55 gallon drum</td>
<td>$110.00</td>
</tr>
<tr>
<td>Antifreeze</td>
<td>55 gallon drum</td>
<td>$50.00</td>
</tr>
<tr>
<td>Mixed Alkaline Batteries Waste</td>
<td>15 gallon drum</td>
<td>$110.00</td>
</tr>
<tr>
<td>Used Oil,</td>
<td>55 gallon drum</td>
<td>$103.52</td>
</tr>
<tr>
<td>Drained Oil Filters</td>
<td>55 gallon drum</td>
<td>$103.52</td>
</tr>
<tr>
<td>Propane Cylinders Camping Stoves</td>
<td>Each</td>
<td>$15.75 (20 lb. minimum)</td>
</tr>
<tr>
<td>Natural Gas Propane Tanks</td>
<td>5 to 15 gallon tank</td>
<td>$15.75</td>
</tr>
<tr>
<td>Misc. Non Propane Gas Tanks</td>
<td>Each</td>
<td>Cost + 10%</td>
</tr>
<tr>
<td>Vacuum Truck Service</td>
<td>Hour Rate</td>
<td>$115.00</td>
</tr>
<tr>
<td>Oily Water/Clarifier Pit Waste 10-30%</td>
<td>Per Gallon</td>
<td>$1.25</td>
</tr>
</tbody>
</table>
### Solid

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acid-Lead Batteries</td>
<td></td>
<td>$0.00 per battery “No Charge”</td>
</tr>
<tr>
<td>Auto</td>
<td></td>
<td>$0.00 per battery “No Charge”</td>
</tr>
<tr>
<td>Motorcycle</td>
<td></td>
<td>$0.00 per battery “No Charge”</td>
</tr>
<tr>
<td>Computer</td>
<td></td>
<td>$0.00 per battery “No Charge”</td>
</tr>
<tr>
<td>Oxygen cylinder, medium</td>
<td>Each</td>
<td>$25.00</td>
</tr>
<tr>
<td>Acetylene cylinder, large</td>
<td>Each</td>
<td>$50.00</td>
</tr>
<tr>
<td>Helium cylinder, 5 gallon</td>
<td>Each</td>
<td>$25.00</td>
</tr>
<tr>
<td>Methylacetylene (propylene) and propadiene gas, medium</td>
<td>Each</td>
<td>$25.00</td>
</tr>
<tr>
<td>Carbon dioxide cylinder, medium</td>
<td>Each</td>
<td>$25.00</td>
</tr>
<tr>
<td>Non-Resource Conservation and Recovery Act Liquids lab pack</td>
<td>55 Gallon Drum</td>
<td>$104.00</td>
</tr>
<tr>
<td>Lithium ion batteries, non-universal</td>
<td>Per Pound</td>
<td>$5.25 (10 pound minimum)</td>
</tr>
<tr>
<td>Ni-cad batteries, dry, universal waste</td>
<td>Per Pound</td>
<td>$1.42 (35 pound minimum)</td>
</tr>
</tbody>
</table>

### Labor Charges for specialized service

<table>
<thead>
<tr>
<th>Service</th>
<th>Unit</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemist for any repacking of drums</td>
<td>Per Hour</td>
<td>$96.00</td>
</tr>
<tr>
<td>Technician for any repacking of drums</td>
<td>Per Hour</td>
<td>$96.00</td>
</tr>
<tr>
<td>Driver for any loading time greater than 1 hour</td>
<td>Per Hour</td>
<td>$42.00</td>
</tr>
<tr>
<td>Hazardous Characterization of unknowns</td>
<td>Each</td>
<td>$30.00</td>
</tr>
<tr>
<td>Supply Charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>55 gallon poly drum, new</td>
<td>Each</td>
<td>$45.00</td>
</tr>
<tr>
<td>30 gallon poly drum, new</td>
<td>Each</td>
<td>$30.00</td>
</tr>
<tr>
<td>15 gallon poly drum, new</td>
<td>Each</td>
<td>$20.00</td>
</tr>
<tr>
<td>5 gallon poly drum, new</td>
<td>Each</td>
<td>$10.00</td>
</tr>
<tr>
<td>Cubic yard box</td>
<td>Each</td>
<td>$60.00</td>
</tr>
<tr>
<td>Vermiculite, 3 cubic yard</td>
<td>Each</td>
<td>$20.00</td>
</tr>
<tr>
<td>4 foot fluorescent barrels (slide-top)</td>
<td>Each</td>
<td>$50.00</td>
</tr>
<tr>
<td>8 foot fluorescent barrels (slide-top)</td>
<td>Each</td>
<td>$50.00</td>
</tr>
<tr>
<td>4 foot straight fluorescent tube boxes</td>
<td>Each</td>
<td>$30.00</td>
</tr>
<tr>
<td>8 foot straight fluorescent tube boxes</td>
<td>Each</td>
<td>$40.00</td>
</tr>
<tr>
<td>Household Battery Collection Service</td>
<td>Per Stop at City site locations</td>
<td>$125.00</td>
</tr>
</tbody>
</table>
INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

Workers’ Compensation Insurance in compliance with the laws of the State of California, and Employer’s Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers’ compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

   City of Oxnard
   Insurance Compliance
   Reference No.
   P.O. Box 100085 – OX
   Duluth, GA 30096
   Via Email: cityofoxnard@ebix.com
   Via Fax: 678-259-1007

Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days’ prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains “best effort” modifiers or if the insurer is relieved from the responsibility to give such notice.

Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (this must be endorsed). Additionally, the workers’ compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All insurance standards applicable to Contractor shall also be applicable to Contractor’s subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed. Improperly addressed certificates may delay the contract start-up date because the City’s practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.
ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

COMANIES AFFORDING INSURANCE COVERAGE

SPECIFY COMPANY NAMES IN THIS SPACE

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

LIMITS

GENERAL LIABILITY

GENERAL AGGREGATE $1,000,000
PRODUCTS COMPOP AGG $1,000,000
PERSONAL & ADV INJURY $1,000,000
EACH OCCURRENCE $1,000,000
FIRE DAMAGE (Any one fire) $
MED. EXPENSE (Any one person) $

AUTOMOBILE LIABILITY

COMBINED SINGLE LIMIT $1,000,000
BODILY INJURY (Per person) $
BODILY INJURY (Per accident) $
PROPERTY DAMAGE $

EXCESS LIABILITY

EACH OCCURRENCE $
AGGREGATE $

WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

STATUTORY LIMITS
EACH ACCIDENT $1,000,000
DISEASE-POLICY LIMIT $1,000,000
DISEASE-EACH EMPLOYEE $1,000,000

OTHER

Minimum coverage $1,000,000
Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. ________
P.O. Box 100085 – Ox
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. HOWEVER, NO MAIL SUCH NOTICE SHALL IMPOSE ANY OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

**INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

**CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers, or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

**SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

**CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

**PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reports of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

**SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

- Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG30001, or
- CG200001

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

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**AUGMENTED REPRESENTATIVE**

- [ ] Broker
- [X] Agent
- [ ] Underwriter
- [ ] ______ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ____________________________

Telephone: ( ) ____________________ Date Signed ____________________

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Agreement No. A-8017

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

PRODUCER

Telephone:

NAMED INSURED

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$___________ per accident, for bodily injury and property damage.

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period (from) (to)

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits

☐ In Addition to Limits

☐ Deductible

☐ Self-Insured Retention (check which) of $___________

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here:

☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name:

Address:

Telephone: (___________)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City, or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers, or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a creditor if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. ________

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent  ☐ Underwriter  ☐

[Signature]

(print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature

(original signature required)

Date Signed

Telephone: (___________)
LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

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Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.

3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.

8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.

10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.
SCHEDULE OF SERVICES EXHIBIT

Vendor shall provide Services during scheduled business hours Monday through Saturday from 8:00 a.m. to 4:00 p.m. on an on-call basis upon the request of the City. Vendor shall return service calls or emails within twenty-four (24) hours of the initial call or email from the City. Vendor shall schedule the collection of RHHW for transport and delivery to a specialized recycling center within forty-eight (48) hours of the initial call or email upon request of City.

The City does not guarantee Vendor any minimum or maximum amount RHHW that the City and Vendor agree to in this Agreement. City shall provide access to Vendor for loading RHHW into their transport vehicle. Vendor shall be excused for delays resulting from causes beyond the control of Vendor. The denial of Services by the Vendor may be interpreted as nonperformance and breach of the Agreement.
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