Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE

Council Chambers, 305 West Third Street

June 23, 2020

Regular Meeting - 11:00 AM to 12:15 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 8:00 a.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 8:00 a.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the June 9, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

D. REPORTS

1. Public Works Department

   SUBJECT: First Amendment to Agreement 8613-19-PW with Employment Services LLC dba Pirate Staffing and LaborMax Staffing. (5/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute a First Amendment to Agreement 8613-19-PW with Employment Services LLC dba Pirate Staffing and LaborMax Staffing (Pirate Staffing) in the amount of $600,000 for a total not to exceed contract value of $800,000, and to extend the term from July 15, 2020 to July 15, 2022 for temporary labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte).

   Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

   SUBJECT: Purchase Order to National Auto Fleet Group for a New Sewer Inspection Vehicle. (5/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Purchase Order 7647 with National Auto Fleet Group for a new sewer inspection vehicle (camera truck) in the amount of $249,643.90.

   Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

   SUBJECT: Award Agreement A-8228 with Clean Harbors Environmental Services, Inc. for Conditionally Exempt Small Quantity Generator Waste and Residential Household Hazardous Waste Collection and Disposal Service. (5/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a three-party Agreement (#A-8228) with the City of Port Hueneme and Clean Harbors Environmental, Inc. (Clean Harbors) for a total amount not to exceed $225,000 and a term date of June 30, 2023 for Conditionally Exempt Small Quantity Generator waste and residential household hazardous waste collection and disposal service.

   Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
June 9, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:02 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Bryan A. MacDonald, and Chair Bert E. Perello were present via videoconference.

Staff members present were Alexander Nguyen, City Manager; Tara Mazzanti, Assistant City Attorney; Brian Yanez, Assistant Public Works Director; Jeri Cooper, Special Districts Project Manager; Todd Vasquez-Housely, Environmental Resources Division Manager; Thien Ng, Assistant Public Works Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the May 26, 2020 regular meeting as presented.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the minutes as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

Chair Perello announced that he has a potential real property conflict of interest on items D-1 and D-2 and would recuse himself from these items, and left the meeting.

D. REPORTS

Public Works Department

1. SUBJECT: Approve Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District (VRSD) in the amount of $97,960 for a total not-to-exceed amount of $618,743.91 and to extend the term from June 30, 2020 to June 30, 2021 for monitoring and reporting of the closed Santa Clara Landfill.

Assistant Public Works Director Yanez gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn and MacDonald voted in favor; Perello was absent (recused). The motion carried 2-0-1.

2. SUBJECT: Second Amendment to Agreement A-7971 with Garcia's Landscape Maintenance Inc. for Landscape Maintenance Services in Various Districts.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement A-7971 in the amount of $343,720 for a total not to exceed amount of $1,252,720 for landscape maintenance services in various Districts and to extend the term from June 30, 2020 to December 31, 2020.

The Special Districts Project Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn and MacDonald voted in favor; Perello was absent (recused). The motion carried 2-0-1.

Chair Perello rejoined the meeting at this time.

3. SUBJECT: Second Amendment to Agreement No. A-7985 with Professional Security Consultants.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute a Second Amendment to Agreement A-7985 with Professional Security Consultants in the amount of $335,000 for a total amount not to exceed $935,000 and to extend the term to June 30, 2021 for security patrol services at the Del Norte Regional Recycling and Transfer Station, the Oxnard Wastewater Treatment Plant, and the Advanced Water Purification Facility.

The Environmental Resources Division Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Chair Perello, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

4. SUBJECT: Purchase Order with Famcon Pipe & Supply for Infrastructure Parts and Supplies.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a Purchase Order with Famcon Pipe & Supply, Inc. for infrastructure parts and supplies in the amount of $210,000 for a one-year term with the option of two additional one-year terms, for a total amount not to exceed $630,000.

Assistant Public Works Director Ng gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Member Flynn requested a presentation by the Ventura Regional Sanitiation District on the future of landfills and costs. Chair Perello requested an item on allowing neighborhoods to paint curbs in front of fire hydrants for no parking. The Committee expressed well-wishes to the Assistant City Attorney, who will be leaving the city soon.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 11:40 a.m.

MICHELLE ASCENCION, CMC City Clerk	BERT E. PERELLO Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: June 23, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: First Amendment to Agreement 8613-19-PW with Employment Services LLC dba Pirate Staffing and LaborMax Staffing. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute a First Amendment to Agreement 8613-19-PW with Employment Services LLC dba Pirate Staffing and LaborMax Staffing (Pirate Staffing) in the amount of $600,000 for a total not to exceed contract value of $800,000, and to extend the term from July 15, 2020 to July 15, 2022 for temporary labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte).

BACKGROUND

The Environmental Resources Division (ER) is responsible for the City's solid waste and recyclable material collection and for the operation of the Del Norte Regional Recycling and Transfer Station (Del Norte). Del Norte processes approximately 275,000 tons of solid waste and recyclable material each year from Oxnard and throughout the western region of Ventura County.

ER operations rely on a workforce of over 170 employees with the job classifications of Sorter and Maintenance Worker Trainee having the highest turnover rate. As a result of the high turnover rate, these vacancies impact scheduling and the efficiency of operations. The number of Sorter and Maintenance Worker Trainee vacancies outpace the rate at which the Human Resources Department is able to recruit. Extending temporary labor services through Pirate Staffing ensures that ER operations are able to better serve the public by maintaining reliable and consistent scheduling of staff.

DISCUSSION

On January 29, 2019, the City's Purchasing Division conducted a formal solicitation for temporary labor services for the Environmental Resources Division (Bid Number ER19-45). Information regarding the solicitation was posted on the City's website, in addition to publicpurchase.com, a website where the City's solicitations are publicly posted. Among the three (3) qualified bid responses received prior to the bid deadline of February 20, 2019, Pirate Staffing submitted the lowest responsible bid.

POSITION	PIRATE STAFFING (RANK: #1) TEMPORARY EMPLOYEE'S HOURLY PAY RATE	PIRATE STAFFING (RANK: #1) HOURLY BILL RATE PAYABLE TO VENDOR	22ND CENTURY TECHNOLOGIES, INC. (RANK: #2) TEMPORARY EMPLOYEE'S HOURLY PAY RATE	22ND CENTURY TECHNOLOGIES, INC. (RANK: #2) HOURLY BILL RATE PAYABLE TO VENDOR	QUEST STAFFING (RANK: #3) TEMPORARY EMPLOYEES HOURLY PAY RATE	QUEST STAFFING (RANK: #3) HOURLY BILL RATE PAYABLE TO VENDOR
SORTER	$15.67	$25.94	$11.80	$15.93	NO BID PRICE	NO BID PRICE
MAINTENANCE WORKER TRAINEE	$15.67	$25.94	$24.00	$32.40	NO BID PRICE	NO BID PRICE
OFFICE ASSISTANT I/II	$15.67	$23.30	$18.00	$24.30	$15.67	$25.07

On July 29, 2019, the City Manager awarded Agreement 8613-19-PW to Pirate Staffing for temporary labor services for a one-year term and a total value of $200,000, with an option of a two-year extension after satisfactory performance during the first year. Staff has assessed Pirate Staffing's performance during the first year of service. Based on a satisfactory performance, staff proposes that a two-year term extension for an increased contract amount of $600,000 be awarded for a new total value of $800,000.

This Amendment includes adjustments to the Costs and Rates Exhibit which reflect Living Wage rates as of July 1, 2020, in accordance with the City's Living Wage Policy adopted by the City Council on July 9, 2002. The Costs and Rates Exhibit will be adjusted again on July 1, 2021, in accordance with the City's Living Wage Policy.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The total cost for this First Amendment with Pirate Staffing is $600,000, for a total agreement value of $800,000 and a term date through July 15, 2022. Funding for temporary and supplemental labor services in the amount of $300,000 has been included in the Fiscal Year 2020-21 recommended budget of the Environmental Resources Fund (631), account 631-6301-842.82-09. Funds will be included in the Environmental Resources Fund (631) Budget in subsequent fiscal years.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. First Amendment to Agreement No. 8613-19-PW
2. Agreement No. 8613-19-PW
3. Pirate Staffing Response to Bid Number ER19-45
4. Bid Number ER19-45 Results Tabulation
5. Pirate Staffing Presentation

Agreement No. 8613-19-PW

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this __day of _______, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Employment Services LLC dba Pirate Staffing and LaborMax Staffing ("Vendor"). This First Amendment amends the Agreement entered into on July 29, 2019, by City and Vendor.

City and Vendor agree as follows:

1. In Section 5 of the Agreement, the date "July 15, 2020" is deleted and replaced with the date "July 15, 2022"

2. In Section 6 of the Agreement, the amount "$200,000" is deleted and replaced with "$800,000"

3. In the RATES AND COSTS EXHIBIT, the table is deleted and replaced with the following:

Position	Temporary Employee's Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	% Mark up (included in Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Mark up (included in Overtime Hourly Bill Rate Payable to Vendor
Sorter	$16.30	$26.98	65.55%	$24.45	$40.47	65.52%
Maintenance Worker Trainee	$16.30	$26.98	65.55%	$24.45	$40.47	65.52%

4. As so amended, the Agreement remains in full force and effect.

(Signatures on next page)

Agreement No. 8613-19-PW

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

_________________________ ___________
☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ ______________________, Buyer

ATTEST:

_________________________ _____________
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

_________________________ ___________
Stephen M. Fischer, City Attorney (always required) Date

____

EMPLOYMENT SERVICES LLC DBA PIRATE STAFFING AND LABORMAX STAFFING

_________________________ ___________
Catherine L. Abraham,[2] President Date

_________________________ ___________
Richard Abraham,[2] Vice President Date

[1]The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2]The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President <u>and</u> of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Agreement No. **8613-19-PW**

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 15, 2019

(2) Vendor: Employment Services LLC dba Pirate Staffing and LaborMax Staffing

(3) Services: Vendor to provide temporary and supplemental labor services for the Del Norte Regional Recycling and Transfer Station ("Del Norte"), including the solid waste and recycling collection program and Materials Recovery Facility ("MRF").

(4) Schedule of Services: On-call as needed, contingent on temporary labor needs at Del Norte.

(5) Agreement Ending Date: July 15, 2020

(6) Total Agreement Amount: $200,000

(7) City's Project Manager: Todd Vasquez-Housley

(8) Vendor's Project Manager: Richard Abraham, Vice President

(9) Insurance Coverage: INS-B

(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 <u>not</u> incorporated and are <u>not</u> required.

(11) Addresses for Notice:

FOR VENDOR:

3475 Saviers Road
Oxnard, CA 93033
Attn: Richard Abraham, Vice President

FOR CITY:

Public Works, Environmental Resources Division
111 S. Del Norte Boulevard, Oxnard, CA 93030
Attn: Todd Vasquez-Housley, Environmental Resources Division Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

richard.abraham@piratestaffing.com

CITY'S PROJECT MANAGER:

toddvhousley@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
☒ Schedule of Services Exhibit
☒ Living Wage Policy Exhibit
☐ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-B)

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 "Indemnitees") 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 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 Indemnitees.

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 Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. 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 Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, 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 Indemnitees 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

7/29/2019

☐ Tim Flynn, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

N/A

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

7-9-19

Stephen M. Fischer, City Attorney (always required) Date

EMPLOYMENT SERVICES LLC DBA PIRATE STAFFING AND LABORMAX STAFFING

Catherine L. Abraham, President[2] Date

Richard Abraham, Vice President Date

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[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 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.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President <u>and</u> of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Agreement No. **8613-19-PW**

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☐ Tim Flynn, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

N/A

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

4-9-19

Stephen M. Fischer, City Attorney (always required) Date

EMPLOYMENT SERVICES LLC DBA PIRATE STAFFING AND LABORMAX STAFFING

07/10/2019

Catherine L. Abraham, President[2] Date

07/10/2019

Richard Abraham, Vice President Date

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- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

1. Vendor to provide temporary and supplemental labor services for Del Norte, which includes the solid waste and recycling collection program, and the MRF. Vendor must provide temporary and supplemental labor services for the following positions: Sorter, and Maintenance Worker Trainee. No temporary or supplimental Worker providing services under this Agreement shall work more than nine hundred sixty (960) hours providing such services during the term of this Agreement. Duties and responsibilities for each position are as follows:

SORTER
DESCRIPTION:
Under general supervision, performs the full array of duties assigned, including processing and separating by hand various materials in a safe and efficient manner, from material piles on the MRF tipping floor, or on a moving conveyor. Maintains a clean and hazard-free work area, demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties. Assists, occasionally, in training newer assigned staff and performs other related duties as assigned.

In addition to the abovementioned duties, the MRF Sorter may be required to direct vehicle traffic on the tipping floor, report any equipment malfunctions and follow standard operating procedures (SOPs).

SUPERVISION RECEIVED/EXERCISED:
General supervision is provided by an Environmental Resources Supervisor and the Environmental Resources Superintendent / Manager, or designee.

ESSENTIAL FUNCTIONS:
(including but not limited to the following)

Sorts and segregates by hand recoverable materials (e.g., aluminum, plastic, glass, paper, etc.) from incoming waste or green waste material, from material piled on the tipping floor or, on a moving conveyor.

Deposits recoverable materials safely and efficiently into appropriate containers; places separated material into appropriate piles or containers.

Assists other sorters on an as-needed basis with heavy or bulky items.

Assists customers with unloading vehicles in the self-haul area.

Follows all City safety policies and procedures, including wearing personal protective equipment (PPE) at all times and stopping the conveyor belt in emergency situations.

Inspects incoming loads for unacceptable waste, removes unacceptable items as required and arranges for handling through appropriate processes, or by notifying appropriate staff.

Communicates with equipment operators regarding incoming loads of special waste or other loads that require special attention.

Maintains a clean workstation and area.

Performs minor maintenance on equipment as necessary.

Empties and cleans waste or material receptacles.

Maintains assigned equipment and work area in a clean and orderly manner.

Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties.

QUALIFICATIONS:
(The following are minimal qualifications necessary for entry into the classification)

Education and/or Experience:

The education, experience, knowledge, skills and abilities for an Environmental Resources MRF Sorter include: equivalence of a high school diploma and six (6) months of experience in MRF sorting or related work.

License/Certificate:
Possession of, or ability to, obtain a class "C" California driver license.

KNOWLEDGE, ABILITIES, AND SKILLS:
(The following are a representative sample of the knowledge, skills, and abilities necessary to perform essential duties of the position)

Knowledge:
Operations and SOPs of a MRF, use and minor maintenance of hand and power tools and equipment, cleaning supplies and equipment, operational characteristics of MRF standard equipment, occupational hazards and standard safety practices, methods and techniques for maintaining a safe and clean working environment.

Skills:
Operate standard MRF sorting equipment including, but not limited to, emergency shut-off equipment, brooms, shovels, mops, vacuum cleaners and other hand tools used in the separation of materials.

Ability:
Plan, organize and conduct work assignments, identify conditions that are unsafe and act upon them, respond courteously to needs of customers and coworkers, analyze and evaluate new and existing methods and SOPs, make adjustments to standard methods and procedures as appropriate, work independently, respond to issues and concerns of the staff, communicate clearly, understand and follow instructions, direct traffic with hand signals and hand-held flash lights, establish and maintain effective working relationships, spot and troubleshoot emerging safety issues in real time and report same.

WORKING CONDITIONS:
Position requires sitting, standing for long periods of time, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position requires both near and far vision when reading gauges, inspecting work and operating assigned equipment. Lifting, carrying and pushing tools, equipment and supplies weighing 50 pounds or more, are required. The Sorter may work outdoors in all weather conditions including wet, hot, and cold. Sorters use cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants. Sorters are exposed directly to municipal solid waste and are expected to work in noisy, dusty environments and may be exposed to pollen. Sorters are required to wear breathing apparatus, dust masks, hearing protection and other safety equipment in the regular course of duties. The Sorter may be exposed to bio-hazards, insecticide spray, industrial cleaning chemicals, paint, and may be assigned to work in confined spaces. The nature of the work also requires the Sorter to climb ladders, use power and noise producing equipment, and often work with constant distractions and interruptions.

MAINTENANCE WORKER TRAINEE
DESCRIPTION:
Under direct supervision, performs routine and unskilled maintenance, repair, and related duties as required.

DISTINGUISHING CHARACTERISTICS:
Work performed at this level is routine, unskilled, and often repetitive in nature. Work is closely supervised, and changes or deviations are thoroughly explained in detail.

SUPERVISION RECEIVED/EXERCISED:
Direct supervision is provided by the Senior Facilities Maintenance Worker. Maintenance Worker Trainees do not routinely exercise supervision.

ESSENTIAL FUNCTIONS:
(include but are not limited to the following)

Performs unskilled, manual labor for Del Norte.

Picks up scattered trash, rubbish, and debris.

Digs post holes, ditches, and trenches.

Repairs fences, walls, and related appurtenances.

Cleans storm drains, catch basins, waterways, roadsides, and gutters.

Assists in planting, removing, and maintaining a variety of landscaping and shrubbery.

Cleans restrooms, fountains, and other publicly accessible areas.

Assists in repairing sidewalks, curbs, gutters and walkways.

QUALIFICATIONS:
(The following are minimal qualifications necessary for entry into the Maintenance Worker Trainee position)

Education and/or Experience:
Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Maintenance Worker Trainee. No experience in required for this level. Experience in the performance of related work is desirable.

License/Certificate:
Possession of a valid unrestricted class C California driver license is required. Depending on assignment, additional certifications and licenses may be required.

KNOWLEDGE, ABILITIES, AND SKILLS:

Knowledge:
Use and proper care for a variety of hand tools; safe and efficient work practices; techniques and materials used in general maintenance and repair; operations and maintenance of a wide variety of construction hand and power tools and equipment; safe work methods and safety regulations pertaining to the work.

Skills:
Operate a variety of small hand tools and equipment used in street maintenance and repair.

Ability:
Perform heavy and routine manual labor; understand and follow instructions; learn to operate tools and simple equipment in a variety of maintenance activities; learn to and operate a variety of vehicular and mechanical equipment in a safe and efficient manner; learn to read and maintain related machinery as needed; learn safety operations and traffic flagging; exercise independent judgment and initiative within established guidelines without close supervision.

WORKING CONDITIONS:
Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the Maintenance Worker Trainee works in all weather conditions including wet, hot, and cold. The Maintenance Worker Trainee may use cleaning and lubricating chemicals which may expose the Maintenance Worker Trainee to fumes, dust, and air contaminants. The nature of the work also requires the Maintenance Worker Trainee to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment as needed, work in heavy vehicle traffic conditions and often work with constant interruptions.

2. BACKGROUND REPORT AND SAFETY TRAINING
The Vendor, at its sole expense, shall provide the City with a complete background report on each temporary employee eligible for a temporary assignment with the City, including, but not limited to, the results of a drug and alcohol screening. A LiveScan screening, or equivalent, must be provided prior to the start of each temporary assignment. Vendor shall also provide the City with a report of the safety training given to Vendor's employees, prior to the commencement of a temporary assignment.

The Vendor, at its sole expense, must offer tetanus and hepatitis A and B vaccinations to all employees prior to the commencement of an assignment with the City. Vendor must keep accurate records documenting offer, acceptance, or decline by each employee.

3. HAZARDOUS WASTE

Incidental hazardous waste (i.e. pesticides, liquids, cleaning fluids, gases, and sludges) may be present in the waste and materials accepted by Del Norte. Trained Sorters should recognize and recover such material from the waste stream. The City will designate areas for temporary storage of recovered hazardous waste. The City will solely be responsible for the removal of the recovered hazardous waste and for its proper recycling, treatment, and/or disposal.

4. GENERAL CONDITIONS

The Vendor shall designate a start time for each of its employee's work hours. However, the start times are at the discretion of the City and can be altered with a one (1) day notice to the Vendor. In the event of unusual circumstances, such as power failure, backlog, mechanical failure, lack of material, or lack of work, the City can, with one (1) hour notice, halt the use of the Vendor's employees without incurring any additional liability to the City. The Vendor shall be entitled to compensation only for the hours actually worked, including the one (1) hour notice.

It is expected that the Vendor's hourly employees will be retained for a full-time workweek. However, the City is unable to guarantee the Vendor a minimum number of hours. Vendor employees working full time shall have two (2) paid fifteen (15) minute break periods and a one (1) unpaid thirty (30) minute meal period, per an eight (8) hour workday. Break periods for workdays less than eight (8) hours shall be granted based on the length of the work shift.

The City will provide the Vendor with a mutually acceptable location to place the Vendor's employee time clock. The City will provide, at its sole expense, a 110-volt electrical outlet for the Vendor's time clock. The Vendor shall provide and maintain, at its sole expense, its time clock. Time clock records shall be made available for City review. In the event of a time clock malfunction, the Vendor shall be notified immediately by City staff. The time card for each employee shall accurately state the time billable to the City.

The Vendor's authorized representative and City Project Manager, as identified in the Agreement, shall sign each time card.

Del Norte's hours of operation are from 5:30 a.m. to 5:00 p.m. Monday through Saturday. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

5. QUALIFICATIONS

Vendor's employees shall have appropriate knowledge of safe work practices, particularly for working around operating mobile and stationary mechanical equipment. Vendor employees shall be trained in Del Norte's health and safety procedures prior to start of work. The Vendor shall conduct background checks of all candidates prior to starting work, per the "BACKGROUND AND SAFETY TRAINING" section above. The City reserves the right to reject or discharge any Vendor employee without cause.

Vendor's employees shall be required to speak, read, and write in English. Bilingual skills in Spanish are highly desirable.

6. HEALTH AND SAFETY

The City shall make reasonable provisions for the health and safety of Vendor's employees during their assignment. Health and safety rules will be enforced according to a zero tolerance rule. The City shall provide all protective devices, Personal Protective Equipment (PPE), and other safety equipment necessary to protect the Vendor's employees from injury, with the exception foot protection. The Vendor shall be responsible for furnishing foot protection, such as steel-toe or composite toe shoes or boots, to its employees. The City shall ensure that Vendor's employees are properly utilizing City safety equipment. Violations will not be tolerated and may result in discharge.

Whenever a Vendor employee is required to wear a specified type of uniform or article of clothing, the City shall assume the cost of furnishing, laundering, or cleaning the same.

The City shall provide health and safety orientation and periodic safety training to Vendor's employees working at Del Norte. Training for all Vendor's employees may consist of, but is not limited to, injury and illness prevention, PPE, blood borne pathogens, hazardous waste materials identification, hearing conservation program, confined space program, forklift, manlift, loader and excavator training, and any other required training to comply with OSHA regulations. All City provided training and costs are the responsibility of the City. Trainings are performed during working hours. Additionally, the Vendor will have access to use Del Norte's conference or lunch rooms to conduct safety training unique to the Vendor. The City is required to supply, operate, and maintain its own safety equipment.

The City shall inform the Vendor and provide a remedy if any Vendor employee may be working unsafely, or is not wearing proper PPE. Violations may result in discharge.

While at Del Norte, Vendor's employees shall observe all necessary site safety rules in performing the work and obey all traffic safety signs and/or other posted directions at the Facility. The City shall ensure that Vendor's employees comply with all safety programs and policies, including the wearing of PPE. At all times, while working at Del Norte, Vendor's employees shall wear appropriate work clothing and safety equipment necessary to represent the City properly and protect themselves from injury and other potential work place exposures or hazards. The City shall not allow any Vendor employee not dressed in required uniform and PPE to work at Del Norte. The use of cell phones, earphones, or other electronic devices shall not be permitted while Vendor's employees are on duty.

Vendor's employees shall follow Del Norte's work policies: security, appropriate use of equipment, harassment in the workplace, violence in the workplace, and drug-free workplace. The City shall provide Vendor a copy of the aforementioned policies upon award of Agreement. Vendor shall provide the City with copies of its harassment in the workplace, violence in the workplace, drug-free workplace polices, as well as all Affordable Care Act compliance documentation. The Vendor agrees that its labor force is employed by the Vendor and, as such, is not subject to any and all benefits provided to regular City employees.

7. DISCHARGE, WARNING, AND PROTEST

The City shall be the sole judge of the qualifications and competency of the Vendor's employees at Del Norte and may discharge any employee deemed unsatisfactory, at any time. The Vendor may discharge or otherwise discipline its employees for any reason it determines. The Vendor shall have the discretionary right to dismiss any employee who does not conform to the Vendor's policies, rules, or standards. The City reserves the right to point out deficiencies or misconduct of Vendor's employees that may impact Del Norte's operations. It is the Vendor's responsibility to follow-through by taking corrective measures to remedy any deficiencies or misconduct. The Vendor shall ensure that dismissed employees will not return to, interview for, or work in any position at Del Norte.

8. REPORTING REQUIREMENTS

The Vendor shall designate a sole lead contact who will be responsible as the Vendor's site supervisor. Vendor shall provide City with the supervisor's office and cell phone numbers and e-mail address. The City will make all necessary job assignment requests or job task changes through the Vendor's designated site supervisor. This site supervisor must be reachable 24 hours per day, 365 days per year. If off-site, the supervisor shall respond to the City within two (2) hours of the City's call, text or email.

9. NUMBER OF FACILITY EMPLOYEES SUBJECT TO CHANGE

The City has full discretion of Del Norte's hours of operation and number of Vendor employees it shall utilize. The assignment start times and number of Vendor employees working in each job classification are subject to change by the City.

10. MAINTENANCE OF RECORDS

Vendor employee records for time keeping, onsite training for job skills, and safety training shall be maintained by the Vendor. These records shall be made available to the City, OSHA, and other regulatory agencies upon request, including all OSHA 300 related documentation. Vendor shall be responsible for injury and illness recording and reporting, and must include such information on the Vendor's OSHA 300 logs. Upon completion or termination of Agreement, these records shall be turned over to the City.

11. COOPERATION WITH OTHERS

The Vendor shall not willfully or unnecessarily interfere with Del Norte's operations and systems, nor with the City personnel engaged in site operation or equipment maintenance and repair, nor with any other parties performing services at Del Norte. All formal communications shall take place only between the City's designee and the Vendor's site supervisor and backup, except in an emergency.

12. PAYROLL CHECKS AND REPORTS

Vendor's employees shall be paid in full weekly or bi-weekly, with a check that includes pay for all hours worked during that previous week, less required deductions and the employee's authorized deductions. The Vendor shall produce certified payroll records within one (1) week upon receiving a written request from the City. Payments for all unused, accrued vacation time and sick leave time for each calendar year shall be paid to Vendor's employees within thirty (30) days of the end of the calendar year, or upon termination or voluntary leave by the employee. Upon written request, the City may audit or inspect any and all Vendor payroll records relating to the work pursuant to the Agreement. The Vendor shall maintain all payroll records and time reports throughout the term of the Agreement.

13. COMPLIANCE WITH LAWS AND REGULATIONS

The Vendor shall comply with all applicable federal and state laws, rules and regulations, and all applicable local ordinances, including, but not limited to, environmental, labor, and safety laws; rules, regulations, ordinances, and site permit requirements.

Vendor, at its sole expense, shall be responsible for handling all worker compensation injury claims. The Vendor will cooperate with the City on all investigations, claims or root cause investigations. The City shall have access to copies of all information related to workers' compensation claims, except where prohibited by the laws of the Health Insurance Portability and Accountability Act (HIPAA).

RATES AND COSTS EXHIBIT

Position	Temporary Employee's Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	% Mark up (Included in Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)
Sorter	$16.19	$26.80	65.55%	$24.29	$40.20	65.52%
Maintenance Worker Trainee	$16.19	$26.80	65.55%	$24.29	$40.20	65.52%

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

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.

Exhibit I

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 $16.19 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.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2019

1. 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 Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, 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.

The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

SCHEDULE OF SERVICES EXHIBIT

Del Norte's hours of operation are from 5:30 a.m. to 5:00 p.m. Monday through Saturday. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Schedule of Services is contingent on temporary labor needs at Del Norte, to be identified by City's Project Manager, but shall not extend beyond the hours of operation.

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. 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.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. 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

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled 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.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. 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-B 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).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City 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.

6. 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.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

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 notes 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.

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM DD YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE PRODUCTS COMP OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER**					

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES RESTRICTIONS SPECIAL ITEMS

CERTIFICATE 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**	**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. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

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 $ ______ with an Aggregate of $______ coverage _ Per Occurrence

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

TYPE OF INSURANCE

GENERAL LIABILITY
_ COMMERCIAL GENERAL LIABILITY
_ COMPREHENSIVE GENERAL LIABILITY
OWNERS & CONTRACTORS PROTECTIVE

_ Claims Made
Retroactive Date ______________
Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
GENERAL		
PRODUCTS/COMPLETED OPERATIONS		
PERSONAL & ADVERTISING INJURY		
FIRE DAMAGE		
______________		
______________		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
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, 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.
2. **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.
3. **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.
4. **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.
5. **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
6. **SCOPE OF COVERAGE** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001, or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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 ______________

I ______________ (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)

Telephone: (   )   Date Signed ______________

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

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 $ ____________
with an Aggregate of $__________ applies to ____________ coverage. — Per Occurrence — Per Claim (which)

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

TYPE OF INSURANCE

- COMMERCIAL AUTO POLICY
- BUSINESS AUTO POLICY
- OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. 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 ____________

I ____________ (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)

Telephone: ( ) Date Signed ____________

Rev 7 19

City of Oxnard
Request for Bid
ER19-45

TEMPORARY AND SUPPLEMENTAL LABOR
for Trade Services

Bid Close **Date: February 20, 2019**
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org

Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

CITY OF OXNARD
INSTRUCTIONS TO BIDDERS

1.0 PUBLIC PURCHASE

1.1 As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows vendors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Bidder(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered bidder(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered bidder(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

1.2 Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

1.3 There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

1.4 Just a couple helpful hints before starting your registration:

- ✓ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.

- ✓ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

1.5 A third party web based e-Procurement service provider utilized by the City for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online on the Public Purchase website for this particular solicitation.

1.6 The City cannot guarantee you will receive notice of every opportunity to sell to the City, it is encouraged to visit our Purchasing website at https://www.oxnard.org/rfps-and-rfqs/ for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

2.0 MANDATORY PRE-BID MEETING AND SITE VISIT

There will be a **mandatory** pre-bid meeting, followed by a site visit, both of which will be held on **Wednesday, February 6, 2019 at 10:00 a.m.** in the City of Oxnard Del Norte Regional Recycling and Transfer Station – Education Center, located on the first floor at:

111 South Del Norte Blvd
Oxnard, CA 93030.

Each Vendor is required to attend the pre-bid meeting and site tour to examine all the representative conditions and to ascertain all necessary services outlined herein. Close-toed shoes are required during the site tour. By submitting a bid for the services outlined herein, the Vendor shall be deemed to have made such examination, and to be familiar with and to accept all physical conditions of the facility, to which the bid pertains to.

3.0 EXAMINATION OF REQUIREMENTS

Each bidder must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each bidder shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a bidder from any obligation in respect to this bid as submitted. Any misinterpretation of the requirements is solely that of the bidder's.

4.0 PREPARATION OF BID

4.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, C, D, E and F, in its entirety, which includes the bid documents and specifications**. Failure to do so may cause rejection of the bid.

4.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. All changes must be crossed out and initialed. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all equipment, labor, materials and services required by the specifications. Bidder will not be released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

4.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

4.4 The bid must be submitted by an authorized agent of the submitting entity.

5.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.

6.0 COMPANY PROFILE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:	Employment Services, LLC dba Pirate Staffing

B. Company overview and disclosure of services or activities performed, including:

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:*** Cathy Abraham, Richard Abraham- No contributions have been made.

ii. ***BIDDER'S RESPONSE:*** Cathy Abraham-President, Richard Abraham-Vice President, Richard Lajoie-Branch Manager

iii. ***BIDDER'S RESPONSE:*** 12 years servicing Ventura County; 12 years servicing a diverse mix of customers in Ventura County. We've serviced Administrative, Clerical, Hospitality, Manufacturing, All construction based customers, Warehouse and logistics customers.

iv. ***BIDDER'S RESPONSE:***	3475 Saviers Rd. Oxnard, Ca. 93030

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE:	N/A

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:	No

E. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE:	Cathy Abraham, Richard Abraham

F. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFP:

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. ***BIDDER'S RESPONSE:***	Branch Manager

ii. ***BIDDER'S RESPONSE:***	Oversee all branch operations

iii. ***BIDDER'S RESPONSE:***	8 years management experience

iv.	***BIDDER'S RESPONSE:***	High School Graduate/Diploma

v.	***BIDDER'S RESPONSE:***	OSHA Certification

vi.	***BIDDER'S RESPONSE:***	N/A

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CITY INFORMATION

7.0 GENERAL INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about 60 miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

8.0 BACKGROUND INFORMATION

The Del Norte Regional Recycling and Transfer Station, which includes the Materials Recovery Facility, located at 111 South Del Norte Boulevard, Oxnard, California 93030, sorts, processes, and transfers municipal solid waste and source-separated recyclables from the cities of west Ventura County. The location is a 16.55-acre industrially-zoned parcel southwest of the intersection of Del Norte Boulevard and Sturgis Road. The City is the owner and operator of Del Norte, which includes the facility's land, building and equipment. It is managed by the City's Public Works Environmental Resources Division.

Currently, long-haul transfer of waste is performed by City owned and operated transfer-trailers that transport waste from Del Norte to two landfills in Ventura County. Del Norte receives, processes, and transfers approximately 1,000 tons per day of municipal solid waste, source-separated recyclables, and yard/green waste from western Ventura County; including the cities of Oxnard, Port Hueneme, and Ventura County unincorporated areas. In addition, the cities of Ventura and Camarillo deliver minor amounts of materials. Del Norte provides exclusive, regularly scheduled, waste, recycle, and green material collection from the City’s residential and commercial sectors.

9.0 SERVICE DESCRIPTION

The successful Vendor must provide temporary and supplemental labor services for the following positions: **Sorter**, **Maintenance Worker Trainee** and **Office Assistant I.** Duties and responsibilities for each position are contained in the following attachments:

Sorter: Attachment G
Maintenance Worker Trainee: Attachment H
Office Assistant I: Attachment I

10.0 BACKGROUND REPORT AND SAFETY TRAINING

The Vendor, at its sole expense, shall provide the City with a complete background report on each temporary employee eligible for a temporary assignment with the City, including, but not limited to, the results of a drug and alcohol screening. A LiveScan screening, or equivalent, must be provided prior to the start of each temporary assignment. Vendor shall also provide the City with a report of the safety training given to Vendor's employees, prior to the commencement of a temporary assignment.

The Vendor, at its sole expense, must offer tetanus and hepatitis A and B vaccinations to all employees prior to the commencement of an assignment with the City. Vendor must keep accurate records documenting offer, acceptance, or decline by each employee.

11.0 HAZARDOUS WASTE

Incidental hazardous waste (i.e. pesticides, liquids, cleaning fluids, gases, and sludges) may be present in the waste and materials accepted by Del Norte. Trained Sorters should recognize and recover such material from the waste stream. The City will designate areas for temporary storage of recovered hazardous waste. The City will solely be responsible for the removal of the recovered hazardous waste and for its proper recycling, treatment, and/or disposal.

12.0 GENERAL CONDITIONS

The Vendor shall designate a start time for each of its employee's work hours. However, the start times are at the discretion of the City and can be altered with a one (1) day notice to the Vendor. In the event of unusual circumstances, such as power failure, backlog, mechanical failure, lack of material, or lack of work, the City can, with one (1) hour notice, halt the use of the Vendor's employees without incurring any additional liability to the City. The Vendor shall be entitled to compensation only for the hours actually worked, including the one (1) hour notice.

It is expected that the Vendor's hourly employees will be retained for a full-time workweek. However, the City is unable to guarantee the Vendor a minimum number of hours. Vendor employees working full time shall have two (2) paid fifteen (15) minute break periods and a one (1) unpaid thirty (30) minute meal period, per an eight (8) hour workday. Break periods for workdays less than eight (8) hours shall be granted based on the length of the work shift.

The City will provide the Vendor with a mutually acceptable location to place the Vendor's employee time clock. The City will provide, at its sole expense, a 110-volt electrical outlet for the Vendor's time clock. The Vendor shall provide and maintain, at its sole expense, its time clock. Time clock records shall be made available for City review. In the event of a time clock malfunction, the Vendor shall be notified immediately by City staff. The time card for each employee shall accurately state the time billable to the City.

The Vendor’s authorized representative and City Project Manager, as identified in the Agreement, shall sign each time card.

Del Norte’s hours of operation are from 5:30 a.m. to 5:00 p.m. Monday through Saturday. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

13.0 QUALIFICATIONS

Vendor’s employees shall have appropriate knowledge of safe work practices, particularly for working around operating mobile and stationary mechanical equipment. Vendor employees shall be trained in Del Norte’s health and safety procedures prior to start of work. The Vendor shall conduct background checks of all candidates prior to starting work, per the "BACKGROUND AND SAFETY TRAINING" section above. The City reserves the right to reject or discharge any Vendor employee without cause.

Vendor’s employees shall be required to speak, read, and write in English. Bilingual skills in Spanish are highly desirable.

14.0 HEALTH AND SAFETY

The City shall make reasonable provisions for the health and safety of Vendor’s employees during their assignment. Health and safety rules will be enforced according to a zero tolerance rule. The City shall provide all protective devices, Personal Protective Equipment (PPE), and other safety equipment necessary to protect the Vendor’s employees from injury, with the exception foot protection. The Vendor shall be responsible for furnishing foot protection, such as steel-toe or composite toe shoes or boots, to its employees. The City shall ensure that Vendor’s employees are properly utilizing City safety equipment. Violations will not be tolerated and may result in discharge.

Whenever a Vendor employee is required to wear a specified type of uniform or article of clothing, the City shall assume the cost of furnishing, laundering, or cleaning the same.

The City shall provide health and safety orientation and periodic safety training to Vendor’s employees working at Del Norte. Training for all Vendor’s employees may consist of, but is not limited to, injury and illness prevention, PPE, blood borne pathogens, hazardous waste materials identification, hearing conservation program, confined space program, forklift, manlift, loader and excavator training, and any other required training to comply with OSHA regulations. All City provided training and costs are the responsibility of the City. Trainings are performed during working hours. Additionally, the Vendor will have access to use Del Norte’s conference or lunch rooms to conduct safety training unique to the Vendor. The City is required to supply, operate, and maintain its own safety equipment.

The City shall inform the Vendor and provide a remedy if any Vendor employee may be working unsafely, or is not wearing proper PPE. Violations may result in discharge.
While at Del Norte, Vendor's employees shall observe all necessary site safety rules in performing the work and obey all traffic safety signs and/or other posted directions at the Facility. The City shall ensure that Vendor's employees comply with all safety programs and policies, including the wearing of PPE. At all times, while working at Del Norte, Vendor's employees shall wear appropriate work clothing and safety equipment necessary to represent the City properly and protect themselves from injury and other potential work place exposures or hazards. The City shall not allow any Vendor employee not dressed in required uniform and PPE to work at Del Norte. The use of cell phones, earphones, or other electronic devices shall not be permitted while Vendor's employees are on duty.

Vendor's employees shall follow Del Norte's work policies: security, appropriate use of equipment, harassment in the workplace, violence in the workplace, and drug-free workplace. The City shall provide Vendor a copy of the aforementioned policies upon award of Agreement. For the purposes of this bid, the Vendor shall provide the City with copies of its harassment in the workplace, violence in the workplace, drug-free workplace polices, as well as all Affordable Care Act compliance documentation. The Vendor agrees that its labor force is employed by the Vendor and, as such, is not subject to any and all benefits provided to regular City employees.

15.0 DISCHARGE, WARNING, AND PROTEST

The City shall be the sole judge of the qualifications and competency of the Vendor's employees at Del Norte and may discharge any employee deemed unsatisfactory, at any time. The Vendor may discharge or otherwise discipline its employees for any reason it determines. The Vendor shall have the discretionary right to dismiss any employee who does not conform to the Vendor's policies, rules, or standards. The City reserves the right to point out deficiencies or misconduct of Vendor's employees that may impact Del Norte's operations. It is the Vendor's responsibility to follow-through by taking corrective measures to remedy any deficiencies or misconduct. The Vendor shall ensure that dismissed employees will not return to, interview for, or work in any position at Del Norte.

16.0 INSURANCE REQUIREMENTS, PERMITS, LICENSES, AND AGREEMENT

Vendor shall maintain in force, at its own cost, at all times during the performance of the assignment, insurance in accordance with the provisions of Exhibit INS-B attached to the Sample Agreement for Trade Services (Attachment I) to this RFB. If the Vendor cannot or will not provide insurance as identified, the City will not enter into an agreement with the Vendor.

17.0 CONTRACTUAL REQUIREMENTS

The successful Vendor will be required to enter into an agreement with the City using the City's standard Agreement for Trade Services.

A sample copy has been provided with this solicitation (Attachment I). Provisions include, but are not limited to, indemnification, insurance requirements, applicable compliance to ordinances, laws, regulations and licenses, City business licenses, and other terms and conditions. If the Vendor is not prepared to accept the terms of Agreement, the Vendor should not submit a bid response.

18.0 CONTRACT TERM

City and Vendor shall enter into a five-year Agreement term.

19.0 INVOICING

The Vendor shall submit an invoice to the City for each temporary employee assigned to the Facility, by the fifteenth (15) day of each month, for the previous month's labor services. Each invoice shall detail each temporary employee's number of hours worked, and the rate set forth in the Agreement. Each monthly invoice shall be accompanied by a copy of the temporary employee's time cards, signed by the City. Each monthly invoice shall also indicate the status of the last three (3) monthly invoices issued by Vendor to the City; status should indicate whether the invoice is paid or unpaid.

20.0 REPORTING REQUIREMENTS

The Vendor shall designate a sole lead contact who will be responsible as the Vendor’s site supervisor. Vendor shall provide City with the supervisor’s office and cell phone numbers and e-mail address. The City will make all necessary job assignment requests or job task changes through the Vendor's designated site supervisor. This site supervisor must be reachable 24 hours per day, 365 days per year. If off-site, the supervisor shall respond to the City within two (2) hours of the City’s call, text or email.

21.0 NUMBER OF FACILITY EMPLOYEES SUBJECT TO CHANGE

The City has full discretion of Del Norte’s hours of operation and number of Vendor employees it shall utilize. The assignment start times and number of Vendor employees working in each job classification are subject to change by the City.

22.0 MAINTENANCE OF RECORDS

Vendor employee records for time keeping, onsite training for job skills, and safety training shall be maintained by the Vendor. These records shall be made available to the City, OSHA, and other regulatory agencies upon request, including all OSHA 300 related documentation. Upon completion or termination of Agreement, these records shall be turned over to the City.

23.0 COOPERATION WITH OTHERS

The Vendor shall not willfully or unnecessarily interfere with Del Norte’s operations and systems, nor with the City personnel engaged in site operation or equipment maintenance and repair, nor with any other parties performing services at Del Norte. All formal communications shall take place only between the City's designee and the Vendor's site supervisor and backup, except in an emergency.

24.0 PAYROLL CHECKS AND REPORTS

Vendor’s employees shall be paid in full weekly or bi-weekly, with a check that includes pay for all hours worked during that previous week, less required deductions and the employee’s authorized deductions. The Vendor shall produce certified payroll records within one (1) week upon receiving a written request from the City. Payments for all unused, accrued vacation time and sick leave time for each calendar year shall be paid to Vendor’s employees within thirty (30) days of the end of the calendar year, or upon termination or voluntary leave by the employee. Upon written request, the City may audit or inspect any and all Vendor payroll records relating to the work pursuant to the Agreement. The Vendor shall maintain all payroll records and time reports throughout the term of the Agreement.

25.0 COMPLIANCE WITH LAWS AND REGULATIONS

The Vendor shall comply with all applicable federal and state laws, rules and regulations, and all applicable local ordinances, including, but not limited to, environmental, labor, and safety laws; rules, regulations, ordinances, and site permit requirements.

Prospective Vendors shall submit with the bid response form a signed statement from an authorized representative of the Vendor certifying that the Vendor will comply with all applicable federal, state, and local laws, rules and regulations.

The selected Vendor, at its sole expense, shall be responsible for handling all worker compensation injury claims. The Vendor will be expected to cooperate with the City on all investigations, claims or root cause investigations. The City shall have access to copies of all information related to workers' compensation claims, except where prohibited by the laws of the Health Insurance Portability and Accountability Act (HIPAA).

City of Oxnard
Purchasing Department

Solicitation #ER19-45
Bid Close Date: 02/20/18 on or before 2:00 pm PT

ATTACHMENT A
COMPENSATION SCHEDULE

Bidder Name: ____Pirate Staffing______________________________________

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by the RFB.

Position	Temporary Employee's Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	% Mark up (Included in Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)
Sorter	$15.67	$25.94	65.55%	$23.51	$38.91	65.52%
Maintenance Worker Trainee	$15.67	$25.94	65.55%	$23.51	$38.91	65.52%
Office Assistant I/II	$15.67	$23.30	48.67%	$23.51	$34.95	48.67%

Note: If the hourly rate paid to the temporary employment is greater than living wage, the City shall accept the percent increase to the hourly rate that corresponds to the increase in the City's living wage each July 1st of the contract.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	2/4/2019______	#03	2/15/2019
#02	2/6/2019______	#04	2/20/2019

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

ATTACHMENT B
COMPANY INFORMATION

Name of Company: Pirate Staffing

Address: 3475 Saviers Rd.

Service to provide: Temporary Employees

Main Point of Contact: Richard Abraham

Fed Tax ID: 82-5787847 City Tax ID: 20-00088509

E-mail: richard.abraham@piratestaffing.com Phone: 805-486-7175

26.0 Credentials/Resumes/Certifications/Licenses:
This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

27.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Education
e. Certifications/licenses, if applicable
f. List other pertinent information that will assist in evaluating Bidder's qualifications.

BIDDER'S RESPONSE a:	Branch Manager

BIDDER'S RESPONSE b:	Oversee all branch operations

BIDDER'S RESPONSE c:	8 years management experience

BIDDER'S RESPONSE d:	High School Diploma

BIDDER'S RESPONSE e:	OSHA Certification

BIDDER'S RESPONSE f:	N/A

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CERTIFICATIONS

I, Richard Abraham, a duly authorized agent of Pirate Staffing

Printed Name of Agent/Officer **Name of Organization**

hereby certify that Pirate Staffing by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date: 2/15/19

Title of Agent/Officer: Vice President

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

ATTACHMENT C
REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	Ventura Regional Sanitation District
Address:	1001 Partridge Dr. Suite #150 Ventura, Ca. 93003
Contact person:	Melissa Grisales
Email address:	melissagrisales@vrsd.com
Telephone address:	805-658-4645
Project name:	Bailard Landfill
Dates worked performed:	Currently Servicing
Summary of scope of services:	Landfill Employees
Project cost:	N/A

Reference 2	
Company name:	City of Ojai
Address:	408 South Signal Hill Ojai, Ca.93023
Contact person:	Miguel Contreras
Email address:	contreras@ojaicity.org
Telephone address:	805-646-5581
Project name:	Public Works Department
Dates worked performed:	Currently servicing
Summary of scope of services:	Project Employees
Project cost:	N/A

Reference 3	
Company name:	Sierra Traffic Service
Address:	460 Lambert St. #K Oxnard, Ca. 93036

Contact person:	Frank Lucio
Email address:	frank.lucio@sierratrafficinc.com
Telephone address:	805-983-1404
Project name:	N/A
Dates worked performed:	Currently servicing
Summary of scope of services:	Field Employees
Project cost:	N/A

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE: Ventura Regional Sanitation District 2016-2019; Temporary to Permanent Landfill/ Waste Water Employees; Dollar Amount of service provided is confidential information; Melissa Grisales 805-658-4645. **City of Ojai 2/2018 to 2/ 2023; Temporary to Permanent Employees; Dollar Amount of service provided is confidential information; Andrea Mackey 805-646-5581.**

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: N/A

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _______ No ✓

1. If so, explain the circumstances:

____

____

____

____

____

____

____

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Richard Abraham

depose and say that I am Vice President
(“Sole Owner”, “A Partner”, “President”, or other proper title)

of Employment Services, LLC
Name of Bidder

Whoever submits this Bid to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

Richard Abraham

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ESTABLISHING A SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

ATTACHMENT F

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: Richard Abraham

Physical Address: 3475 Saviers Rd.

Phone: 805-486-7175 E-Mail: richard.abraham@piratestaffing.com

Date Principal Business Address Established: No. of Company Employees at this address:

If less than 36 months, list previous City of Oxnard location:

City Business License No.: Taxpayer Identification No. (TIN): 20-5787847

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): Staffing Agency

2/15/19

Signature of Company Official Date

Richard Abraham Vice President

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

ER19-45 - TEMPORARY AND SUPPLEMENTAL LABOR SERVICES

Public Works Environmental Resources
BID OPENING DATE: February 20, 2019

BID TABULATIONS

		Pirate Staffing						Quest Staffing						22nd Century Technologies, Inc.					
		3475 Saviers Road Oxnard, CA 93033 **Bidder Status**: Valid						405 E. Esplanade Drive, Suite 101 Oxnard, CA 93036 **Bidder Status**: Valid						220 Davidson Avenue, Suite 118 Somerset, NJ 08873 **Bidder Status**: Valid					
		#1						#2						#2					
		Temporary Employee's Hourly Pay Rate	**Hourly Bill Rate Payable to Vendor**	**% Mark up (Included in Hourly Bill Rate Payable to Vendor)**	**Temporary Employee's Hourly Overtime Pay Rate**	**Overtime Hourly Bill Rate Payable to Vendor**	**% Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)**	**Temporary Employee's Hourly Pay Rate**	**Hourly Bill Rate Payable to Vendor**	**% Mark up (Included in Hourly Bill Rate Payable to Vendor)**	**Temporary Employee's Hourly Overtime Pay Rate**	**Overtime Hourly Bill Rate Payable to Vendor**	**% Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)**	**Temporary Employee's Hourly Pay Rate**	**Hourly Bill Rate Payable to Vendor**	**% Mark up (Included in Hourly Bill Rate Payable to Vendor)**	**Temporary Employee's Hourly Overtime Pay Rate**	**Overtime Hourly Bill Rate Payable to Vendor**	**% Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)**
Item #	**ITEM DESCRIPTION**																		
1	Sorter	$15.67	$25.94	65.55%	$23.51	$38.91	65.52%							$11.80	$15.93	35.00%	$17.70	$23.01	30.00%
2	Maintenance Worker Trainee	$15.67	$25.94	65.55%	$23.51	$38.91	65.52%							$24.00	$32.40	35.00%	$36.00	$46.80	30.00%
3	Office Assistant I/II	$15.67	$23.30	48.67%	$23.51	$34.95	48.67%	$15.67	$25.07	60.00%	$23.51	$37.62	60.00%	$18.00	$24.30	35.00%	$27.00	$35.10	30.00%

First Amendment to Agreement No. 8613-19-PW with Pirate Staffing

Public Works and Transportation Committee
June 23, 2020

Todd Vasquez-Housley
Environmental Resources Division Manager

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute a First Amendment to Agreement 8613-19-PW with Employment Services LLC dba Pirate Staffing and LaborMax Staffing (Pirate Staffing) in the amount of $600,000 for a total not to exceed contract value of $800,000, and to extend the term from July 15, 2020 to July 15, 2022 for temporary labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte).

2

BACKGROUND

- Over 170 employees at Del Norte
  - Central hub of residential and commercial waste, recycle, and green material collection service
- Del Norte operations include the following:
  - Sort, process, and transfer of municipal solid waste and source separated recyclables from the West Ventura County Area per day
  - Buyback center for California Redemption Value (CRV) cans and bottle
  - Refuse drop off service
  - Antifreeze, household battery, motor oil, water based paint waste drop off

3

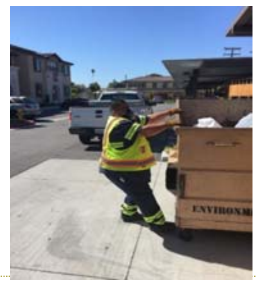
DISCUSSION

- Temporary labor services needed to fill highest turnover positions
  - Sorter
  - Maintenance Worker Trainee
  - Temporary labor services through Pirate Staffing allows consistent and reliable scheduling of staff at Del Norte
- January 29, 2019: City issued a formal solicitation for temporary labor services
- July 29, 2019: City Manager awarded Agreement to Pirate Staffing based on the lowest, responsible bidder
- Option of a two-year extension based on satisfactory performance during the first year

4

BACKGROUND

- Staff has assessed Pirate Staffing's performance during first year
- Staff recommends two-year extension based on satisfactory performance
- First Amendment includes adjustments to the Costs and Rates Exhibit which reflect Living Wage rates as of July 1, 2020 and July 1, 2021



5

FINANCIAL IMPACT

- Value of Amendment is $600,00; total cost not to exceed $800,000
- Funding for temporary and supplemental labor services for $300,000 is included in the Environmental Resources Fund (631) recommended budget for FY 2020-21
- Funds will be included in the Environmental Resources Fund (631) Budget in subsequent Fiscal Years

6


QUESTIONS?
CITY OF
OXNARD
CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: June 23, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Purchase Order to National Auto Fleet Group for a New Sewer Inspection Vehicle. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Purchase Order 7647 with National Auto Fleet Group for a new sewer inspection vehicle (camera truck) in the amount of $249,643.90.

BACKGROUND

On April 7, 2020, the Public Works Wastewater Division (Wastewater) obtained a competitively sourced proposal for a new camera truck from National Auto Fleet Group. This proposal was issued through cooperative contract 120716-NAF with Sourcewell, a nationwide cooperative. This vehicle will replace the existing 2004 camera truck, which is no longer effective in the field.

DISCUSSION

Wastewater owns and operates a camera truck for performing sewer pipe inspections throughout the City. Performing these inspections is a state and federal regulatory requirement. The purpose of the camera truck is to determine pipe condition and identify any blockages or damage that may require cleaning or repairs. Inspections also help the City detect cross connections between sanitary sewers and storm drains. Wastewater has a performance goal of inspecting approximately 50 miles of sewer pipe a year.

The existing 2004 camera truck is not reliable and must be removed from service for extended periods of time. Repairs have become cost-prohibitive and far exceed the value of the vehicle. As a result, Wastewater is unable to meet the annual inspection performance goal of 50 miles.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The total cost for this new vehicle purchase with National Auto Fleet Group is $249,643.90. Funding for this purchase has been budgeted in FY 2020-21 from the Wastewater Operating Fund 611 (Account 611-6103-891-86-06).

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS
1. PO 7647 National Auto Fleet Group (Ford E-450)
2. Sourcewell Quote ID#12274 R1 (E-450)
3. Sewer Camera Truck PowerPoint

ITEM #D-2

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007647

DATE: 4/21/2020

VENDOR PHONE: (855)289-6572
VENDOR FAX: (831)480-8497
VENDOR #: 18524
VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076

SHIP TO: WASTEWATER TREATMENT PLT
6001 S. PERKINS ROAD
OXNARD, CA 93033

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
06/30/2020	0000004883	03/09/2020	NAT'L JOINT POWERS ALLIAN
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	61161038918606		PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	249,463.90 / DL	NEW 2021 FORD E450 CUTAWAY W/ PLUMBERS DEPOT EQUIP	1.0000	249,463.90

SOURCEWELL CONTRACT NO. 120716-NAF
QUOTE #12274 SHIPPING INCLUDED.
PLUMBERS DEPOT WILL ADD THE EQUIPMENT TO THE
VEHICLE. DELIVERY TO THE CITY WILL BE MADE BY
PLUMBERS DEPOT.
3/12/20 VERIFIED WITH BEN RODRIGUEZ WITH NATIONAL
AUTO FLEET GROUP THAT QUOTE 12274 DATED 12/10/19
IS STILL VALID.
20 00090269 EXP 05/31/20*AM

TOTAL PURCHASE AMOUNT	**$249,463.90**

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007647

DATE: 4/21/2020

VENDOR PHONE: (855)289-6572
VENDOR FAX: (831)480-8497
VENDOR #: 18524
VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
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FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	61161038918606		PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. ______________________

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

4/7/2020

Quote ID 12274 R1

Mr. Ray Trevino
City of Oxnard
300 W. 3rd Street
Oxnard, CA 93030

Dear Ray Trevino,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **One (1) New/Unused (2021 Ford E-Series Cutaway E-450 (E4F) DRW 176" WB with Plumbers Depot Equipment,)** and delivered to your specified location, each for

(1) One Unit		
Sourcewell Contract Price	$	32,011.28
Plumbers Depot Quote	$	215,000.00
Trade-In for Old TV Unit	-$	15,500.00
Tax (7.75%)	$	17,942.12
CA Tire Fee	$	10.50
Total	**$**	**249,463.90**

-per your attached specifications:

This vehicle(s) is available under the **Sourcewell (Formerly known as NJPA) Contract Number 120716-NAF**. Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper - National Fleet Manager
Office (855) 289-6572 / Fax (831) 480-8497

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

Email: Fleet@NationalAutoFleetGroup.com

We will then send a W-9 if you need one

Please contact our main office with any questions: 1-855-289-6572

Specifications For: OXNARD, CA

1 FORD E-450 GAS CUT-A-WAY 176" WB 2X4 CHASSIS

1 6.8L SOHC EFI Triton V10 Engine
1 6-Speed Automatic Transmission with OD
1 14,500 lb. GVWR
1 176" Wheel Base
1 Cab Air Conditioner
1 AM / FM Radio

1 16' CARGO BOX WITH WALKTHRU

1 AeroCap with Walk Thru
1 2" X 6" Dense Pine Flooring
1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
2 Laminated Steel Lock
1 Kemlite Covering on Inside Rear Doors
1 Back Up Alarm

1 LED TRAFFIC DIRECTOR WITH 30FT CABLE – REAR MOUNTED

4 LIGHT,LED,AMBER,WHELEN M4 TITLE XIII – 2 MOUNTED REAR AND ONE MOUNTED EACH SIDE,

LOW MOUNT LOCATION

1 CUES EXCLUSIVE POWER BOOM CRANE WITH LED LIGHTING

Power actuated boom extends and retracts up to 24" at the touch of a button for precise deployment/retrieval placement of the transporter/camera, 750 lb. capacity, Yellow Retrieval Hook, 75'x 5/32" Cable Length, Floor Mounted, 12VDC, Push Button 4-Function Detachable 12' Pendant Control, Powder Coat Finish. High intensity LED lighting to help light up the manhole to assist in deployment/retrieval of the transporter/camera.

1 SAFE ENTRY/EXIT BUMPER

1 Three (3) Steps Evenly Spaced
1 Bottom Step Folds Up for Ground Clearance
1 Safety Grab Handle

1 KICKPLATE TRANSPORTER STORAGE

1 Lockable Storage Compartment for Camera and Transporter
1 Sliding Drawer
1 Notch in rear door threshold of body for TV cable to pass through to transporter storage drawer

1 KICKPLATE 2 DRAWER STACK ALUMINUM STORAGE

1 BACK-UP COLOR CAMERA SYSTEM [CHASSIS]

1 BULKHEAD WALL BETWEEN CAB AND CONTROL ROOM

1 Door

1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM - EVOLUTION 3.0 TO INCLUDE:

2 Amber Title XIII Strobe Warning Beacons
2 Adjustable LED Floodlights Rear of Vehicle Area Illumination
Control Room Interior:
1 Lonseal Lonplate Flooring

1 Kemlite Wall & Ceiling Covering
1 Bulkhead Wall With Passage Door From Control Room to Equipment Room
1 **Sliding** Tinted Viewing Window in Bulkhead Wall
1 Tinted Viewing Window in Bulkhead Door
1 Above Desk Control Console with Rack Mount for Electronic Equipment
1 Desktop / Work Area
1 12V High Intensity LED Light Fixture
2 Electrical Outlet with Dual Receptacles
1 Fire Extinguisher with Bracket, 10BC Rating
1 Operators Chair, Swivel With Casters
1 Breaker Box Storage Area with Locking Positive Latch
1 Battery Powered Carbon Monoxide Alarm

1 ROOF TOP AIR CONDITIONER, 13,500 BTU WITH HEAT STRIP

1 CURBSIDE DOOR WITH FOLD-DOWN STEPS FOR EVO 3.0

1 STORAGE CABINET UNDER CONTROL ROOM DESKTOP

1 BENCH SEAT IN CONTROL ROOM WITH STORAGE

1 CUSHION FOR BENCH SEAT

1 WALL MOUNTED STORAGE CABINET

1 CLOSET IN CONTROL ROOM

1 ENCLOSED LAVATORY TO INCLUDE – MOUNTED REAR PASSANGER SIDE(LIKE BIG BEAR LAKE):

1 RV Type Toilet
1 Ventilation Fan, Roof Mounted
1 Toilet Paper Dispenser
1 Light Fixture & Light
1 Lonseal Lonplate Floor Covering
1 Laminated Surface Wall Covering
1 Kemlite Covered Ceiling
1 Passage Door from Lavatory to Equipment Room

1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR - EVOLUTION 3.0 TO INCLUDE:

1 Lonseal Lonplate Flooring
1 Kemlite Wall & Ceiling Covering
1 Electrical Outlet with Dual Receptacles
1 12V High Intensity LED Light Fixture
1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights

1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:
- 1 20-Gallon Fresh Water Tank
- 1 Electric Water Pump
- 1 Retractable Hose Reel with 25'Water Hose and Nozzle

1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM
- 1 Lower Storage Cabinet / Work Top with Sink and Faucet
- 1 Upper Wall Mounted Storage Cabinet

1 ADDITIONAL LIGHTING AND OUTLET
- 1 Light Mounted Above Work Top
- 1 Dual Receptacle Outlet Above Work Top

1 TOOL CHEST, MODULINE, 5 DRAWER

1 SPOT LIGHT ASSEMBLY

1 12VDC OUTLET

1 WALL MOUNTED STORAGE SHELVES

1 AIR COMPRESSOR ELECTRIC DRIVE 4.0 CFM @100 PSI TO INCLUDE:
- 1 30-Gallon Air Receiver Tank
- 1 Rear Air Chuck
- 1 Retractable Air Hose Reel with 25'Air Hose with Chuck

1 RETRACTABLE AIR HOSE REEL WITH 25' AIR HOSE, AND CHUCK

1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL
- 1 Flat Screen Monitor
- 1 Cable Assembly - Video Monitor to Monitor in Control Room
- 1 Electrical Outlet

1 7000 WATT GAS ONAN GENERATOR
- 1 120 Volt 60 HZ 7000 Watt EFI (Electronic Fuel injection) Commercial Grade Generator
  - 1 Gasoline Powered
  - 1 Electric Start
  - 1 Air Cooled
  - 1 Generator Remote Start/Stop Cable assembly

1 GENERATOR COMPARTMENT [UNDER CHASSIS MOUNT]
- 1 Generator Storage Compartment with Lockable External Access Door
- 1 Commercial Power Supply Receptacle, 25'Cord, and Plug
- 1 Electrical Supply Center with Circuit Breaker Box
- 1 Commercial power and Generator Power Connectors
- 1 Automatic Power Transfer Switch

1 SYSTEM ENGINEERING PANEL, FOR POWER INFORMATION AND GENERATOR FUNCTIONS, RACK MOUNTED, TO INCLUDE:
- 1 Four Function AC Power Meter displaying Critical Power Information including:
  - 1 Voltage
  - 1 Hertz
  - 1 Amperage
  - 1 Active Power (Watts)

1 Front panel Selector Switch for two modes of operation:
  1 Fixed reading
  1 Continuous Auto-cycling
1 Generator Battery Meter to Display Starting and Charging Voltage
1 Generator Hour Meter
1 Generator Remote Start/Stop Control Switch
1 On/Off Switch for Emergency Warning beacons (Switch to Illuminate When On)

1 P&T ZOOM III M/C LED CAMERA
1 Solid State Color Sewer TV Camera
1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
1 NTSC Color Standard with 4x Light Integration
1 4 X 5W Cluster LEDs for 6" through 72" lines
1 Camera Transportation and Storage Case

1 BUILT-IN SONDE FOR MAINLINE CAMERA TO INCLUDE:
  1 Built In Transmitter, 512 Hz

1 BRASS COMP STEERABLE CAM TRANS, WHEELED -60V
1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
1 Set of Driven Rubber Wheels to Inspect 6" Pipe
1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe with:
  1 Manual Shifter on Camera Carrier
1 Unit Shall Have Forward, Free Wheel, and Power Reverse Capablities
1 All Six (6) Wheel Drive Transporter Assembly to Include:
  1 Motor & Enclosed Drive Train
1 Tip Up Rear Connector

1 8" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 10-15" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 6"-15"PIPE SPACER KIT

1 6" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER

1 8" STEEL 10/12 GRIT WHEEL KIT, v2

1 1200' CABLE ASSEMBLY, M/C 12PIN METAL
1 1200'Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
1 .450 Diameter
1 Metal Splice Chamber with Pigtail
1 Cable Strain Relief

1 TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE – MOUNTED OFF WALL ABOUT 4" TO ALLOW STORAGE OF SHOVELS BEHIND TV REEL
1 Black Thermoplastic Powder Coated Frame
1 Power Levelwind & Multi Ratio Manual Transmission
1 Footage Meter with Local Counter and Remote Electronic Counter
1 Transmission Control at Viewing Station
1 Local Reel Mount Electrical and Mechanical Control
1 Sealed Continuous Contact Collector Assembly
1 Removable Drip Pan for Cleaning

1 AUTOMATIC PAYOUT SYSTEM FOR REEL - INSTALLED

1 PCU ASSEMBLY [RACK MOUNT]

1 CCU ASSEMBLY [RACK MOUNT]
- 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
- 1 Remote "QWERTY" Keyboard
- 1 On Screen Footage Display

1 TEST CABLE

1 8.7" MINI KEYBOARD

1 BRACKET, LOGITECH CONTROLLER, K2

1 WIRED USB CONTROLLER
- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
  - 1 360 Degree Rotate
  - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
  - 1 Camera Iris and Focus Override & Zoom
  - 1 Camera Lights & Shutter Control for Light Enhancement
  - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 WIRELESS CONTROLLER
- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
  - 1 360 Degree Rotate
  - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
  - 1 Camera Iris and Focus Override & Zoom
  - 1 Camera Lights & Shutter Control for Light Enhancement
  - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 DVR/USB ASSEMBLY KIT WITH MICROPHONE F/TRUCK

1 19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS

1 KIT,DOWNHOLE,STD
- 1 Toproller Assembly, Manhole, TV Only, Al

- 1 Claw Hook, Manhole Adapter, f/WT319
- 1 Hook Assembly, Retrieval (SNGL,SHTY/LMP/PR)
- 6 Pole Assembly, Retrieval / Downhole tl,58"
- 1 Roller Assembly, Invert f/ WT319

1 MULTI CONDUCTOR TV ONLY TOOL KIT

- 1 Milliampmeter Tool
- 1 Electrical Tape
- 1 Needle Nose Pliers
- 1 Six-In-One Screwdriver
- 1 6" Adjustable Wrench
- 1 Anti Seize Grease
- 1 9-Piece Allen Wrench kit
- 1 Solder Iron Kit
- 1 Pliers
- 1 5/32 T-Handle Hex Wrench

1 TRAINING, ON-SITE (THREE DAYS)

1 TRUCK DELIVERY-CALIFORNIA

$ 215,000.00 sub-total (chassis not included)

$ 15,500.00 Trade-in for old TV unit.

$ 199,500.00 plus sales tax

Vehicle Configuration Options

ENGINE	
Code	**Description**
99N	ENGINE: 7.3L V8 PREMIUM-RATED, (STD)
TRANSMISSION	
Code	**Description**
44P	TRANSMISSION: 6-SPEED O/D W/TOW HAUL, -inc: auxiliary cooler (STD)
TIRES	
Code	**Description**
T68	TIRES: LT225/75R16E BSW A/S, -inc: Hankook DynaPro HT (STD)
PRIMARY PAINT	
Code	**Description**
YZ	OXFORD WHITE
PAINT SCHEME	
Code	**Description**
___	STANDARD PAINT
SEAT TYPE	
Code	**Description**
AE	MEDIUM FLINT, VINYL BUCKET SEATS
ADDITIONAL EQUIPMENT	
Code	**Description**
672	MAXIMUM FRONT GAWR: 5000 LBS.
92B	B-PILLAR TRIM KIT, -inc: unique, full LH/RH B-pillar trim shipped in dunnage box, May require trimming depending upon back-panel or upfit installed
AXLE RATIO	
Code	**Description**
X83	4.56 AXLE RATIO, (STD)
GVWR	
Code	**Description**
20F	GVWR: 14,500 LB PAYLOAD PACKAGE, -inc: Maximum Front GAWR: 5000 lbs (STD)
OPTION PACKAGE	
Code	**Description**

782A	ORDER CODE 782A, -inc: Maximum Front GAWR: 5000 lbs, Auxiliary Fuel Port Located on the fuel tank, offers entry point access to fuel tank for specialized gas powered equipment such as a power generator, powered wheelchair lift, etc

SEATING ARRANGEMENT

Code	Description
211	DUAL HIGH BACK BUCKETS, (STD)

REQUIRED OPTION

Code	Description
47Z	AMBULANCE PREP PACKAGE NOT REQUIRED

2021 Fleet/Non-Retail Ford E-Series Cutaway E-450 DRW 176" WB

WINDOW STICKER

2021 Ford E-Series Cutaway E-450 DRW 176" WB

CODE	MODEL	MSRP
E4F	2021 Ford E-Series Cutaway E-450 DRW 176" WB	$36,470.00
	OPTIONS	
99N	ENGINE: 7.3L V8 PREMIUM-RATED, (STD)	$0.00
44P	TRANSMISSION: 6-SPEED O/D W/TOW HAUL, -inc: auxiliary cooler (STD)	$0.00
T68	TIRES: LT225/75R16E BSW A/S, -inc: Hankook DynaPro HT (STD)	$0.00
YZ	OXFORD WHITE	$0.00
___	STANDARD PAINT	$0.00
AE	MEDIUM FLINT, VINYL BUCKET SEATS	$0.00
672	MAXIMUM FRONT GAWR: 5000 LBS.	INC
92B	B-PILLAR TRIM KIT, -inc: unique, full LH/RH B-pillar trim shipped in dunnage box, May require trimming depending upon back-panel or upfit installed	$75.00
X83	4.56 AXLE RATIO, (STD)	$0.00
20F	GVWR: 14,500 LB PAYLOAD PACKAGE, -inc: Maximum Front GAWR: 5000 lbs (STD)	$0.00
782A	ORDER CODE 782A, -inc: Maximum Front GAWR: 5000 lbs, Auxiliary Fuel Port Located on the fuel tank, offers entry point access to fuel tank for specialized gas powered equipment such as a power generator, powered wheelchair lift, etc	$0.00
211	DUAL HIGH BACK BUCKETS, (STD)	$0.00
47Z	AMBULANCE PREP PACKAGE NOT REQUIRED	$0.00

Please note selected options override standard equipment

	SUBTOTAL	**$36,545.00**
	Advert/ Adjustments	$0.00
	Manufacturer Destination Charge	$1,295.00
	TOTAL PRICE	**$37,840.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 7.3L V8 Premium-Rated
Transmission: 6-Speed O/D w/Tow Haul -inc: auxiliary cooler
4.56 Axle Ratio
GVWR: 14,500 lb Payload Package -inc: Maximum Front GAWR: 5000 lbs
50 State Emission System
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery
HD 210 Amp Alternator
9060# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Hydraulic Power-Assist Steering
Single Stainless Steel Exhaust
55 Gal. Fuel Tank
Dual Rear Wheels
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs and Hill Hold Control

EXTERIOR

Wheels: 16" x 6" White Painted Steel
Tires: LT225/75R16E BSW A/S -inc: Hankook DynaPro HT
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Light Tinted Glass
Variable Intermittent Wipers
Front Windshield -inc: Sun Visor Strip
Fully Galvanized Steel Panels
Black Grille
Autolamp Fully Automatic Aero-Composite Halogen Headlamps

ENTERTAINMENT

Radio: AM/FM Stereo w/Clock Display & 2 Speakers -inc: Bluetooth capability and USB input
Fixed Antenna

INTERIOR

Dual High Back Buckets
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer and Trip Odometer
Front Cupholder
Manual Air Conditioning
Glove Box
Front Vinyl Headliner
Urethane Gear Shifter Material
Vinyl Bucket Seats
Engine Cover Console w/Storage and 2 12V DC Power Outlets
Regular Dome Lighting
Front Only Vinyl/Rubber Floor Covering
Tracker System
Driver And Passenger Door Bins
Manual 1st Row Windows
Analog Display
Fixed Front Head Restraints
Driver And Front Passenger Armrests
2 12V DC Power Outlets

SAFETY

Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Front Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

PROCESSING-OTHER

Exterior Mirror Delete

Purchase Order with National Auto Fleet Group for Sewer Inspection Vehicle

Public Works and Transportation Committee
June 23, 2020

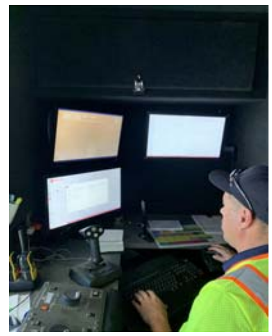
Thien Ng
Assistant Public Works Director

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Purchase Order with National Auto Fleet Group for a new sewer inspection vehicle (camera truck) in the amount of $249,643.90.

BACKGROUND

- April 7, 2020, City obtained a competitively sourced proposal for a new camera truck
- Sourcewell cooperative contract 120716-NAF
- Replaces existing 2004 camera truck



DISCUSSION

- Wastewater owns and operates a camera truck for sewer pipe inspection throughout City
- Inspection is state and federal regulatory requirement
- Determines pipe conditions throughout the wastewater collection system
- Identifies blockages that may require cleaning and any damage which may need repairs

DISCUSSION

- Existing 2004 camera truck not reliable
- Constantly removed from service for extended time
- Repairs cost-prohibitive and exceed vehicle value
- Wastewater unable to meet 50-mile annual inspection goal

FINANCIAL IMPACT

- Total cost for this new vehicle purchase with National Auto Fleet Group is $249,643.90
- Funding has been budgeted in FY 2020-21 from the Wastewater Operating Fund 611 (Account 611-6103-891-86-06)


QUESTIONS?
CITY OF
OXNARD
CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: June 23, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Award Agreement A-8228 with Clean Harbors Environmental Services, Inc. for Conditionally Exempt Small Quantity Generator Waste and Residential Household Hazardous Waste Collection and Disposal Service. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a three-party Agreement (#A-8228) with the City of Port Hueneme and Clean Harbors Environmental, Inc. (Clean Harbors) for a total amount not to exceed $225,000 and a term date of June 30, 2023 for Conditionally Exempt Small Quantity Generator waste and residential household hazardous waste collection and disposal service.

BACKGROUND

Due to facility permit limitations, the Environmental Resources Division Del Norte Regional Recycling and Transfer Station (Del Norte) cannot receive nor dispose of conditionally exempt small quantity generator (CESQG) waste or residential hazardous waste such as sharps, pesticides, solvents, surfactants, and acids. Due to this restriction, the City needs to contract this collection service with a third party provider.

On June 5, 1997, the City of Oxnard entered into Solid Waste Handling Service Agreement No 308-97-PW with the City of Port Hueneme (Port Hueneme), creating a collaborative relationship for refuse processing service, including hazardous waste.

On April 24, 2020, the City's Purchasing Division conducted a formal solicitation in collaboration with the City of Port Hueneme for CESQG waste and residential hazardous waste collection and disposal services for Del Norte (Bid Number ER20-91). Information regarding the solicitation was posted on the City's website, in addition to publicpurchase.com, a website where the City's solicitations are publicly posted. A total of 41 vendors received and accessed the City's bid solicitation. The City received one (1) qualified bid response prior to the deadline of February 20, 2019 from vendor Clean Harbors. Staff reached out to some of the non-bidders and it was communicated that they do not have a local Ventura County facility and therefore declined to submit a bid.

DISCUSSION

Staff has closely reviewed Clean Harbors' bid response and concurs that the bid submission is responsive based on price, qualification, and experience. Staff proposes that Agreement A-8228 for CESQG waste and residential household hazardous waste (HHW) collection and disposal service with Clean Harbors be awarded.

Clean Harbors is a licensed hazardous waste disposal facility in Ventura County, located in Camarillo. The closest similar facilities in Southern California are in Azusa and El Monte.

As part of the proposed Agreement, Clean Harbors will host monthly CESQG waste and HHW drop-off events at the Clean Harbors facility in Camarillo, schedule hazardous waste curbside pickups at residential addresses, and host satellite hazardous waste collection events throughout the City and Port Hueneme.

Both residents and the small business community benefit from this free of charge service that promotes the proper disposal of hazardous waste.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The total cost for this Agreement with Clean Harbors is $225,000 and has a term date through June 30, 2023. Funding for CESQG waste and residential household hazardous waste collection and disposal service has been budgeted in the Environmental Resources Fund (631) in account 631-6301-842.82-09 for Fiscal Year 2020-21 for $75,000. Funds will be included in the Environmental Resources Fund (631) Budget in subsequent fiscal years. Port Hueneme shall be billed separately by Clean Harbors. Participants from Port Hueneme shall bear no financial impact to the City.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Clean Harbors Environmental Services, Inc. - A-8228
2. Clean Harbors Response to Bid Number ER20-91
3. Clean Harbors Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 7, 2020

(2) Vendor: Clean Harbors Environmental Services, Inc.

(3) Services: Conditionally Exempt Small Quantity Generator waste and residential household hazardous waste collection and disposal service.

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2023

(6) Total Agreement Amount: $225,000

(7) City's Project Manager: Marc Hill, Recycling Manager

(8) Vendor's Project Manager: Christopher Hubbard, HHW Program Manager

(9) Insurance Coverage: INS-I with Contractors Pollution 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:

880 Verdulera Street
Camarillo, CA 93010
Attn: Christopher Hubbard, HHW Program Manager

FOR CITY:

111 S. Del Norte Boulevard
Oxnard, CA93030
Attn: Marc Hill, Recycling Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

hubbard.christopher@cleanharbors.com

CITY'S PROJECT MANAGER:

marc.hill@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
☒ Schedule of Services Exhibit
☒ Living Wage Policy Exhibit
☐ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-I with Contractors Pollution Liability)

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"), the City of Port Hueneme ("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 "Indemnitees") 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 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 Indemnitees.

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 Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. 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 Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, 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 Indemnitees 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 $16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, 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 1982-84=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. <u>Nondiscriminatory Employment</u>. 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. <u>Vendor's Representations</u>. 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. <u>Compliance with Laws</u>. 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. <u>Conflict of Interest</u>. 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[1] — Date
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhitte, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) — Date

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Michael McDonald[2], Senior Vice President , General Counsel — Date

Kevin Preston, Vice President — Date

CITY OF PORT HUENEME

Brad Conners, City Manager — Date

APPROVED AS TO FORM FOR THE CITY OF PORT HUENEME

Charles Green, City Attorney — Date

APPROVED AS TO CONTENT FOR THE CITY OF PORT HUENEME

Don Villafana, P.E. — Date
Public Works Director

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 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.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President <u>and</u> of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

1.0 SERVICE DESCRIPTION

Vendor shall provide the services necessary to operate a Permanent Household Hazardous Waste Collection Facility ("PHHWCF") and CESQG Program for the City at the Vendor's facility. Additional services shall include operating Temporary Household Hazardous Waste Collection Facilities at locations designated by the City. These services shall include the acceptance, packaging, labeling, profiling, manifesting, transportation, and disposal of HHW and CESQG waste. HHW CESQG waste may include, but is not limited to, common household products such as household cleaning products, spot removers, floor polish, furniture polish, aerosol cans, solvents; oven cleaner, pesticides, pool chemicals, nickel-cadmium, alkaline, carbon-zinc or other small batteries, intact spent fluorescent light tubes, intact spent high intensity discharge (HDD) lamps, cathode ray tubes (CRTs), compressed gas cylinders and fire extinguishers, oil based paint, latex paint, used motor oil, used oil filters, antifreeze, spent lead acid batteries and "sharps" in approved containers.

2.0 SCOPE OF SERVICES

RESPONSIBILITIES OF THE CITY

2.1 **Generator Status**

The City shall be the generator of all waste accepted at the City HHW and CESQG program. As such, the City shall sign all required permits, variances, manifests and bilof lading. The City may authorize, in writing, the Vendor to sign manifests and billading on behalf of the City.

2.2 **Publicity and Informational Materials**

The City shall employ whatever means it determines to be feasible to publicize the program including, but not limited to, direct mail, flyers, posters, press releases, utbill inserts, and other forms public information. Program publicity shall identify acceptable and unacceptable wastes and shall advise participants of transportation limitations established by applicable federal and state statutes and/or regulations.

2.3 **Appointment Request Form**

City shall make available a hazardous waste appointment request form on the City's public website.

2.4 **Residency Verification**

The City shall provide Vendor with the information necessary to determine the poteparticipant's jurisdiction of residence. City shall provide Vendor with a map clearly showing the City's boundaries. In the event that residency cannot be verified from the map, Vendor shall request assistance from a City representative.

RESPONSIBILITIES OF THE VENDOR

2.5 **Appointment Based System**

Vendor shall provide a local phone number for HHW and CESQG participants to schedule appointments to dispose of HHW and CESQG waste. Vendor shall ensure that this line is staffed by a reservations specialist capable of scheduling appointments and assisting participants, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., except for City-observed holidays. The City observes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. At all other times, Vendor shall ensure that this line is answered by an automatic answering device that plays a pre-recorded message about the upcoming collection schedule and enables callers to leave a message.

Vendor shall respond to not less than 95 percent of messages received within 24-hours. At the time the appointment is made, Vendor shall verify participant's jurisdiction of residence. The Vendor shall keep a list of appointments made, including participant's name, address, telephone number, and jurisdiction of residence. Vendor shall submit this list to the City in both a hard copy and in an electronic format specified by the City, along with the invoice for collection services.

Vendor shall provide to the City an email address to be used to send completed online appointment requests to Vendor.

Vendor shall issue admission/confirmation emails or postcards to participants in a timely manner that indicate the day and time of the appointment, location, acceptable and unacceptable materials, and waste transportation limits. Email confirmation shall be Vendor's default method of sending the admission/confirmation notices; postcards shall be utilized only if the participant prefers the postal mail method. The Vendor shall collect admission postcards from participants upon their arrival at the site and shall document receipt of waste from all participants without a postcard by recording their name and address. The Vendor shall submit all admission postcards to the City along with each invoice submitted for payment, if requested.

3.0 PERMIT AND VARIANCE ACQUISITION

Vendor shall ensure that an Environmental Protection Agency identification number (CAH#) applicable to HHW and CESQG Waste collection programs is issued to all selected sites, complete and submit DTSC Permit By Rule Application, obtain all local land use permits and comply with the California Environmental Quality Act (CEQA) for each site. Vendor shall obtain a variance from DTSC to allow Vendor to collect HHW door-to-door from residences upon request by the City ("Shut-In" service). Vendor shall also renew HHWV AR990504 - Transportation and Manifesting Variance for CESQG. Vendor shall secure all necessary signatures from the City as required.

4.0 COLLECTION LOCATION

Vendor shall provide the location for the PHHWCF, which cannot exceed fifteen (15) miles distance from City limits. At the request of the City, Vendor shall hold satellite collection programs at locations designated by the City.

5.0 COLLECTION OF LOADCHECK PROGRAM WASTE

Vendor to provide City containers for containment and storage of loadcheck program waste collected at Del Norte, at no additional cost to City. As part of the loadcheck program, Vendor shall periodically transfer, at the request of the City Project Manager, loadcheck waste from Del Norte to Vendor's PHHWCF, where Vendor shall comingle loadcheck program waste with the corresponding profiled HHW and CESQG waste already at the Vendor's PHHWCF, as an alternative, Vendor may elect to transfer loadcheck program waste directly to a treatment, storage, and disposal facility, whichever cost is lower, in accordance with Health & Safety Code §25218.5(a)(1)(G).

6.0 OPERATIONS/HEALTH AND SAFETY PLAN

Vendor shall prepare and submit a site-specific Operations and Health and Safety Plan in accordance with all applicable regulations to City for review not later than two (2) calendar weeks prior to operation at a site for which an Operations/Health and Safety Plan has not been submitted. Vendor shall include, as a minimum requirement, in the plan: work zones for the site, indicate safety showers, eye wash stations, first aid kits, and fire extinguishers within these work zones; specify the levels of personal protective equipment to be provided, develop spill response and control measures; specify emergency and spill response procedures; indicate evacuation procedures to be followed and identify off site medical facilities available to assist in emergency situations. Vendor shall also prepare a "Quality Assurance Plan" as defined in Health & Safety Code §25218.1(j).

7.0 EMERGENCY RESPONSE

Vendor shall contact and coordinate with all CUPA or other local agencies responsible for fire and hazardous waste emergency response and notify such agencies of the collection program dates, location(s) and hours of operation and all other information required by Health & Safety Code §25218.2. Vendor shall establish contingency measures should an incident occur.

8.0 TRAINED AND QUALIFIED PERSONNEL

Vendor shall use qualified staff trained in spill response, general health and safety, and emergency procedures to collect, sort, identify, package, manifest, transport and arrange for the treatment and/or disposal of incoming wastes. Vendor personnel shall be capable of emergency response and cleanup of hazardous spills. Vendor shall ensure that its personnel sorting, lab packing, bulking, and packaging HHW and/or CESQG waste meet the personnel training requirements specified in §66264.16(a) and the requirements of the Occupational Safety and Health Administration (OSHA) CCR, Title 8. Vendor ensures its supervisors and hazardous waste drivers conform to Department of Transportation (DOT) hazardous materials transportation regulation (HM- l 26F). Copies of all 40-hour OSHA training certificates shall be maintained on site during operations.

9.0 GENERAL FACILITY OPERATIONS

Vendor shall provide all labor, equipment and supplies necessary to operate a HHW and CESQG waste collection program including, but not limited to the following: provide properly trained and qualified personnel, provide emergency response services when required; distribute and collect public information materials, collect appointment postcards from participants, receive HHW and CESQG waste, utilize appropriate management methods for waste collected, identify unknown wastes, package and label wastes, and provide on-site interim storage, transport, recycle, treat, and disposal of wastes.

Vendor shall provide personnel to control on-site traffic, greet participants, unload participant's vehicles, and identify and segregate wastes. Vendor shall instruct participants to remain in their vehicles at all times. Prior to unloading, Vendor shall visually inspect the material for any potential unacceptable waste. Vendor shall service HHW and CESQG waste participants within 10 minutes of participant's arrival at the facility or traffic queue.

In the event participant exceeds the amount of material reasonably considered to be one load or is greatly in excess of HHW or CESQG waste transportation limits, Vendor shall photograph load and provide photograph to City along with the Vendor's invoice for payment.

10.0 UNACCEPTABLE WASTE

Vendor shall accept waste from participants in accordance with the approved "Quality Assurance Plan" as defined in Health & Safety Code § 25218.11.5. Vendor shall make every effort to prevent the acceptance of unacceptable wastes including radioactive material, unstable explosives, stable explosives such as fireworks and ammunition, and bio-hazardous waste with the exception of sharps contained in an appropriate container. Unacceptable wastes brought to the collection program by HHW or CESQG participants, which the Vendor deems to be a hazard to the public or environment if not accepted, shall be accepted by the Vendor. In this instance, or if unacceptable wastes are inadvertently accepted, Vendor shall notify the City by the following business day. Vendor shall arrange for the proper and legal transportation and disposal of unacceptable waste. Vendor shall be responsible for the cost of handling and disposal of unacceptable waste. The cost of handling and disposal of unacceptable waste will be priced on a case-by-case basis and invoiced at cost plus ten percent (10%). In the event that unacceptable waste is not an immediate hazard to the public, Vendor shall follow the procedures set forth in Section 11.0 below.

11.0 HANDLING OF UNEXPECTED OR DANGEROUS MATERIAL

In the event that known explosives, radioactive materials, biological contaminants and/or reactive materials (unacceptable for planned disposal) are brought to the Vendor at a HHW and/or CESQG waste collection event, Vendor shall assess the situation, and if necessary, immediately alert the appropriate agency and private waste handling company. Vendor shall arrange for the handling and disposal of unacceptable materials if Vendor deems that such materials cause an immediate hazard to the public or the environment. Highly reactive, explosives, radioactives, gas cylinders and pyrophoric waste shall be priced on a case-by-case basis at cost plus ten percent (10%). Unacceptable wastes shall not be included in the cost per vehicle assessed by Vendor.

Vendor shall implement the appropriate management techniques for the materials identified in the table below:

Type of Material	Common Identification Method	Handling Procedure
Radioactive	Visual, Geiger Counter	Most radioactive materials encountered at HHW and CESQG waste collection events are beta emitters. Safely isolate in a small metal drum
Unstable Explosives (crystallized picric acid, ethers)	Visual	Depending on type and condition, stabilize by submersion in water and/or isolated from the public. Notify fire department and bomb squad
Stable Explosives (fireworks, ammunition)	Visual	Inform participant to take the materials to local fire or police department for disposal
Compressed Gas Cylinders	Visual	Isolate, package, and label
Pyrophorics	Visual	Immediately separate pyrophorics and place in airtight containers to prevent reaction, then labpack individually within 5-gallon containers and cushion with vermiculite to prevent leakage

12.0 SURVEYS AND INFORMATION MATERIALS

If requested by the City, Vendor shall provide personnel to distribute information materials, used oil recycling containers, etc., and collect survey information from HHW and CESQG participants.

13.0 CESQG COLLECTION

Vendor shall accept waste from CESQG participants only during hours in which the site is not open to HHW participants. Vendor shall collect fees from all CESQG participants.

14.0 PACKAGING AND LABELING OF WASTES

Vendor shall provide all personnel and materials to properly labpack or bulk HHW and CESQG waste. Vendor shall ensure that all packaged materials are properly labeled prior to transport. Bulked liquids and labpacked drums shall be packaged to the maximum allowed by pertinent federal and state regulation and the standards of the treatment or disposal facilities accepting the material. Vendor shall make all reasonable efforts to ensure that all containers are labpacked with a minimum of wasted space.

15.0 MANIFESTING AND TRANSPORTING OF WASTES

Vendor shall transport all packaged and labeled HHW and CESQG wastes to their destinations as permitted by Health & Safety Code§ 25218.4 and §25218.5, or by a registered hazardous waste hauler licensed through the appropriate federal, state, and local agencies to haul such waste as appropriate. Vendor shall be responsible for the preparation of all Bills of Lading or Hazardous Waste Manifests in accordance with DOT and State regulations. Shipping papers shall be made available to the City prior to shipment for review. No waste shall be stored at the Vendor's facility longer than one year as designated by Permit by Rule regulations.

16.0 TRANSPORT, RECYCLING, TREATMENT, AND DISPOSAL

Vendor shall make arrangements for the proper transport, recycling, treatment, long-term storage or disposal of collected HHW and CESQG wastes. Vendor shall ensure that all facilities used are fully permitted and approved by federal, state, and local agencies as hazardous waste transporters, recycling, treatment, storage, and/or disposal facilities. Prior to executing an Agreement, Vendor shall provide City with a list of transporters that the Vendor shall use for hazardous waste transport as part of the Agreement. Vendor shall provide City with a list of the waste management facilities the Vendor shall use for the storage, disposal, recycling of hazardous waste collected as part of the Agreement.

17.0 DOCUMENTATION AND REPORTING

Vendor shall provide reports documenting collection activities to the CITY within 30 calendar days of the end of each calendar quarter. The report shall include at a minimum copies of all shipping papers, waste quantities and CalRecycle Form 303.

17.1 **Equipment**. Vendor agrees to supply all equipment designated in Section 18.0 below, at no cost to the City for use at all HHW and CESQG waste events.

17.2 **Reuse Program**. In conjunction with HHW and CESQG collection and disposal, Vendor shall operate a reuse program. Vendor shall make available to the public certain hazardous and recyclable materials for the purpose of reuse. Vendor shall institute measures to maximize reuse opportunities. Prior to executing an Agreement, Vendor shall provide the City with a reuse plan and ensure that each member of the public that accepts material from the reuse program receives and signs a Waiver of Liability and Release for Reuse of Hazardous and Recycled Materials.

17.3 **Recycling, Treatment, and Disposal**. Vendor shall arrange for the proper transport, recycling, treatment, long-term storage, and/or disposal of collected HHW or CESQG waste, as described in Section 16.0 above. It is the responsibility of the Vendor to have on file the permit documents and certificates for the transporters, recycling, treatment, long-term storage, and/or disposal facilities to be used by Vendor.

17.4 **Documentation and Reporting**. Vendor shall provide reports documenting collection activities to the City within 30 calendar days of the end of each calendar quarter. The report shall include at a minimum copies of all shipping papers, waste quantities and CalRecycle Form 303.

18.0 LIST OF EQUIPMENT

Vendor shall supply the following equipment for use at the PHHWCF at no cost to the City. The list below constitutes the minimum quantity of equipment required by the City:

1. 3,200 square foot metal building
2. 230 gallon waste oil tank with secondary containment
3. 500lb lift capacity forklift
4. Drum dolly (2)
5. Drum tilter
6. Drum grabber
7. Drum sling
8. Drum deheader
9. Spark proof hammers (2)
10. Speed wrench/socket (2)
11. Bung wrench (2)
12. Chemical resistant carts (6)
13. Sorting tables (2)
14. Fire extinguishers (4)
15. Electronic digital 4’x4’ platform scale
16. Signage
17. Traffic barricades and delineators
18. Brooms (2)
19. Shovels (2)
20. Geiger counter
21. Fingerprint identification kit
22. Bulking grills (2)
23. Two-way radios (4)

19.0 INVOICING

19.1 Vendor shall submit to City of Oxnard and to City of Port Hueneme separate invoices prepared in accordance with the rates established by Vendor on the RATES AND COSTS EXHIBIT. Vendor shall submit the following with each invoice: number of participants from the City of Oxnard and from the City of Port Hueneme, copies of manifests, copies of certificates and other documents from disposal or recycling facilities for material collected at the collection event. Submitted on a calendar quarterly basis: a printout of the completed CalRecycle Form 303 and other charts, graphs, and visual materials related to the services provided by Vendor at collection events, as the City of Oxnard Recycling Manager may request; and any documentation required in connection with the Materials Reuse Program identified in Section 17.2 above.

19.2 Vendor shall submit to City of Oxnard and to City of Port Hueneme separate monthly invoices prepared in accordance with the rates established by Vendor in the RATES AND COSTS EXHIBIT, identifying HHW pickups from disabled residents in City. Invoices shall be submitted to City no later than the 15^{th} day of each month, for the preceding month's service. The invoice shall state the name and address of each resident from whom Vendor picked up HHW and the charge for each pickup.

19.3 Vendor shall submit invoices to City of Oxnard by mailing invoices to City of Oxnard, Environmental Resources Division, 111 South Del Norte Blvd. Oxnard, CA 93030, Attention: Recycling Manager. Vendor shall submit invoices to City of Port Hueneme by mailing invoices to City of Port Hueneme, 250 N. Ventura Road, Port Hueneme, CA 93041, Attention: Fred Camarillo.

19.4 City shall accept or reject invoices within ten working days of receipt thereof, provided, however, that on verbal notice to Vendor, City may extend the invoice review period. If City does not accept or reject an invoice within ten working days or any extension of such time, Vendor may assume that the invoice is accepted. If City rejects the invoice, Vendor shall submit a corrected invoice.

19.5 Vendor shall maintain current monthly records, books, documents, papers, accounts, and other evidence pertaining to the services performed and costs incurred. Vendor shall provide the City of Oxnard Recycling Manager with copies of such records, books, documents, papers, accounts and other evidence requested for justification of an invoice.

20.0 REPORTING REQUIREMENTS

Vendor shall provide City with the Project Managers's office and cell phone numbers and e-mail address. The City will channel all communications and requests through the Vendor's designated Project Manager. This Project Manager must be reachable Monday through Friday, between the hours of 8:00am and 5:00pm, except holidays. The Project Manager shall respond to the City within two (2) hours of the City's call, text, or email. The City observes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

RATES AND COSTS EXHIBIT

FEES FOR NON-TEMPORARY RESIDENTIAL HHW SERVICES

Fee Per HHW Participant Load Dropped Off at Vendors's Site	$92.00[a]
Fee Per Home Pickup at Private Residence	$125.00[a]

FEES FOR LOADCHECK PROGRAM WASTE SERVICES

Fee Per Loadcheck Program Waste Pickup at Del Norte	$1,250.00

FEES FOR LOADCHECK WASTE (TRANSPORATION AND DISPOSAL)

Category	Description	Fee	Unit (gallon, pound, drum, etc.)
Automotive Products for Recycling	Antifreeze	$85.00	55 Gallon Drum
Automotive Products for Recycling	Used Motor Oil	$85.00	55 Gallon Drum
Automotive Products for Recycling	Used Oil Filters	$85.00	55 Gallon Drum
Automotive Products for Recycling	Lead-Acid Batteries	NO CHARGE	N/A
Other Waste for Recycling	Latex Paint	$90.00	55 Gallon Drum
Other Waste for Recycling	Nickel-cadmium, Alkaline, Carbon Zinc, or other Small Batteries	$110.00	55 Gallon Drum
Other Waste for Recycling	Intact Spent Fluorescent Light Bulbs	$1.20	Pound
Other Waste for Recycling	Broken Fluorescent Light Bulbs	$0.50	Pound
Other Waste for Recycling	Mercury Switches, Relays, and Thermometers	$395.00	5 Gallon Drum
Other Waste for Recycling	Empty Drums	$35.00	55 Gallon Drum
Waste for Fuel Blending	Oil-based Paint	$190.00	55 Gallon Drum
Waste for Fuel Blending	Solvents	$135.00	55 Gallon Drum
Waste for Incineration	Oxidizers	$250.00	55 Gallon Drum
Waste for Incineration	Non-reactive Labpacks	$250.00	55 Gallon Drum
Waste for Incineration	Reactive Labpacks	$150.00	5 Gallon Drum
Waste for Incineration	Aerosols	$225.00	55 Gallon Drum

[a] The per participant and per home pricing applies to each load and home pick with up to 15 gallons or 125 pounds (The weight of PaintCare waste will not be included in the load/home pickup weight). Should loads exceed 15 gallons or 125 pounds Vendor shall bill each additional load equivalent at the quoted rates.

Waste for Incineration	Polychlorinated Biphenyls (PCBs)	$195.00	5 Gallon Drum
Waste for Incineration	Propane Cylinders (Camp Stove Type)	$10.30	Each
Waste for Incineration	Propane Tanks (Cooking Grill Type)	$24.00	Each
Waste for Incineration	Sharps	$250.00	55 Gallon Drum
Waste for Landfill	Asbestos	$150.00	55 Gallon Drum
Varies	Overpacked Drum Surcharge	$150.00	Each

FEES FOR TEMPORARY COLLECTION EVENTS

Preparation of Permit by Rule	NO CHARGE
Preparation of Site-Specific Operations Plan	NO CHARGE
Preparation of Site-Specific Safety & Health Emergency Response Plan	NO CHARGE
Event Mobilization	$3,500.00
Fee Per HHW Participant (vehicle)	$92.00
Minimum Number of Participants (vehicles)	50

FEES FOR CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS

Category	**Description**	**Fee**	**Unit (gallon, pound, drum, etc.)**
Fee Per CESQG Participant (business)	Flat Fee Assessed Per Participant Business	$38.00	Visit
Automotive Products for Recycling	Antifreeze	$1.55	Gallon
Automotive Products for Recycling	Used Motor Oil	$1.05	Gallon
Automotive Products for Recycling	Used Oil Filters	$0.55	Pound
Automotive Products for Recycling	Lead-Acid Batteries	NO CHARGE	N/A
Other Waste for Recycling	Latex Paint	$0.75 OR No Charge with PaintCare	Pound
Other Waste for Recycling	Nickel-cadmium, Alkaline, Carbon Zinc, or other Small Batteries	$1.00	Pound
Other Waste for Recycling	Intact Spent Fluorescent Light Bulbs	$3.10	Pound
Other Waste for Recycling	Broken Fluorescent Light Bulbs	$3.10	Pound
Other Waste for Recycling	Mercury Switches, Relays, and	$12.50	Pound

	Thermometers		
Other Waste for Recycling	Empty Drums	$30.00	Drum
Waste for Fuel Blending	Oil-based Paint	$0.75 OR No Charge with PaintCare	Pound
Waste for Fuel Blending	Solvents	$3.10	Pound
Waste for Incineration	Oxidizers	$1.55	Pound
Waste for Incineration	Non-reactive Labpacks	$1.55	Pound
Waste for Incineration	Reactive Labpacks	$6.75	Pound
Waste for Incineration	Aerosols	$2.60	Pound
Waste for Incineration	Polychlorinated Biphenyls (PCBs)	$2.10	Pound
Waste for Incineration	Propane Cylinders (Camp Stove Type)	$10.50	Each
Waste for Incineration	Propane Tanks (Cooking Grill Type)	$25.00	Each
Waste for Incineration	Sharps	$1.55	Pound
Waste for Landfill	Asbestos	$1.30	Pound

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS WITH CONTRACTORS POLLUTION LIABILITY)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

c. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than $2,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant.

2. Vendor 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-I. 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):

3.

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

4. Vendor 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.

5. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 <u>and</u> CG 2037).**

6. The coverages provided to City shall be primary and not contributing to or in excess of any existing City 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.

7. 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** **Contractors Pollution Liability and Contractors Pollution Errors & Omissions**				PER CLAIM / OCCURRENCE GENERAL AGGREGATE	$2,000,000 $2,000,000

SAMPLE

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

CERTIFICATE 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

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, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

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 $ ______
with an Aggregate of $______ applies to ______
coverage. ☐ Per Occurrence ☐ Per Claim (which)

NAMED INSURED

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

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date ______
☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ ______		
☐ ______		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
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, 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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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 ☐ ______

I ______ (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)

Telephone: ( ) Date Signed ______

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

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 $ ______________________ with an Aggregate of $__________ applies to ________________________________ coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. 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 ☐ ________________________________

I ______________________________ (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)

Telephone: ( ) Date Signed ______________________

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.

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 $16.30 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.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. 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 Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, 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 1982-84=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. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

SCHEDULE OF SERVICES EXHIBIT

1.0 PHHWCF Hours

The PHHWCF collection facility will be open to participants by appointment only. The scheduled dates and times are the second Friday and Saturday of each month from 8 a.m. – 3 p.m. If additional appointment slots are needed in high volume periods, extra days for appointments can be added. CESQG customers will be accepted at different times than households, also by appointment only.

2.0 Telephone Appointment Reservation Line Hours

Vendor shall ensure that the telephone appointment reservation line is staffed by a reservations specialist Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., except for City-observed holidays. The City observes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. At all other times, Vendor shall ensure that this line is answered by an automated answering system that plays a pre-recorded message about the upcoming collection schedule and enables callers to leave a voice message.

Vendor shall respond to not less than 95 percent of messages received within 24-hours. At the time the appointment is made, Vendor shall verify participant's jurisdiction of residence. The Vendor shall keep a list of appointments made, including participant's name, address, telephone number, and jurisdiction of residence. Vendor shall submit this list to the City in both a hard copy and in an electronic format specified by the City, along with the invoice for collection services.

3.0 Satellite Events

Vendor shall host satellite hazardous waste collection events at locations designated by the City's Project Manager. Event locations and dates shall be at the discretion of the City's Project Manager and shall be scheduled during a time and date that is mutually agreeable between the City and Vendor.

4.0 Operations/Health and Safety Plan

Vendor shall prepare and submit a site-specific Operations and Health and Safety Plan in accordance with all applicable regulations to City for review not later than two (2) calendar weeks prior to operation at a site for which an Operations/Health and Safety Plan has not been submitted. Vendor shall also prepare a "Quality Assurance Plan" as defined in Health & Safety Code §25218.1(j).

5.0 Documentation and Reporting

Vendor shall provide reports documenting collection activities to the CITY within 30 calendar days of the end of each calendar quarter. The report shall include at a minimum copies of all shipping papers, waste quantities and CalRecycle Form 303.

The City will channel all communications and requests through the Vendor's designated Project Manager. This Project must be reachable Monday through Friday, between the hours of 8:00am and 5:00pm, except holidays. The supervisor shall respond to the City within two (2) hours of the City's call, text, or email. The City observes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

6.0 Invoicing

Vendor invoices shall be submitted to City no later than the 15th day of each month, for the preceding month's service.

City shall accept or reject invoices within ten working days of receipt thereof, provided, however, that on verbal notice to Vendor, City may extend the invoice review period. If City does not accept or reject an invoice within ten working days or any extension of such time, Vendor may assume that the invoice is accepted. If City rejects the invoice, Vendor shall submit a corrected invoice.

Vendor shall maintain current monthly records, books, documents, papers, accounts, and other evidence pertaining to the services performed and costs incurred. Vendor shall provide the City of Oxnard Recycling Manager with copies of such records, books, documents, papers, accounts and other evidence requested for justification of an invoice.

City of Oxnard
Request for Bid
ER20-91

HOUSEHOLD AND CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE PROGRAM SERVICES

Bid Close Date: **May 20, 2020**
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

Table of Contents

COMPANY PROFILE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: Clean Harbors Environmental Services, Inc. a corporation

B. Company overview and disclosure of services or activities performed, including:

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:*** Clean Harbors Inc., no contributions

. ***BIDDER'S RESPONSE:*** see attached Executive Officers and Directors List and an Organizational chart for the City's HHW & CESQG Program

iii. ***BIDDER'S RESPONSE:*** Clean Harbors Inc. has been in the waste management business for 40 years.

iv. ***BIDDER'S RESPONSE:*** Clean Harbors will provide the HHW & CESQG collection services at our local branch in Camarillo, CA.

Clean Harbors Environmental Services, Inc.
880 Verdulera Street
Camarillo, CA 93010

Our Camarillo office has 1 District Manager, 1 Branch Manager, 1 CleanPack Specialist, 1 CleanPack Coordinator, 1 HHW Program Manager, 6 HHW Technicians, 1Site Supervisor, 3 CleanPack Chemists, 3 Retail Technicians, 4 Drivers and 2 Customer Service/ Project Administrators.

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: Clean Harbors Environmental Services, Inc. is a financial interest of the parent company Clean Harbors, Inc.

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: Clean Harbors, Inc., and its' subsidiaries are collectively known as "Clean Harbors" or the "Company." A listing of material legal proceedings involving Clean Harbors is contained disclosed in the Company's annual and quarterly SEC filings. Clean Harbors has pending non- material cases, claims or assessments against the Company which arise in the ordinary course of business consisting primarily of automobile accident claims, commercial, employee and environmentally related lawsuits and administrative proceedings. The legal proceedings from our most recent annual report are attached for your reference. **Clean Harbors warrants, that it is not involved in any action or suit that would preclude it from performing its obligations under this Request for Proposal.**

E. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE: Kelly Kraft - Account Manager, Jen McLaughlin - TS District Manager/ Program Manager, Tracy Linton - District Sales Manager and any Vice President or higher

F. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. ***BIDDER'S RESPONSE:*** see attached List of Project Personnel

ii. ***BIDDER'S RESPONSE:*** see attached List of Project Personnel

iii. ***BIDDER'S RESPONSE:*** see attached List of Project Personnel

iv. ***BIDDER'S RESPONSE:*** see attached List of Project Personnel

v. ***BIDDER'S RESPONSE:*** see attached List of Project Personnel

vi. ***BIDDER'S RESPONSE:*** see attached List of Project Personnel

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Executive Officers & Directors List

Executive Officers

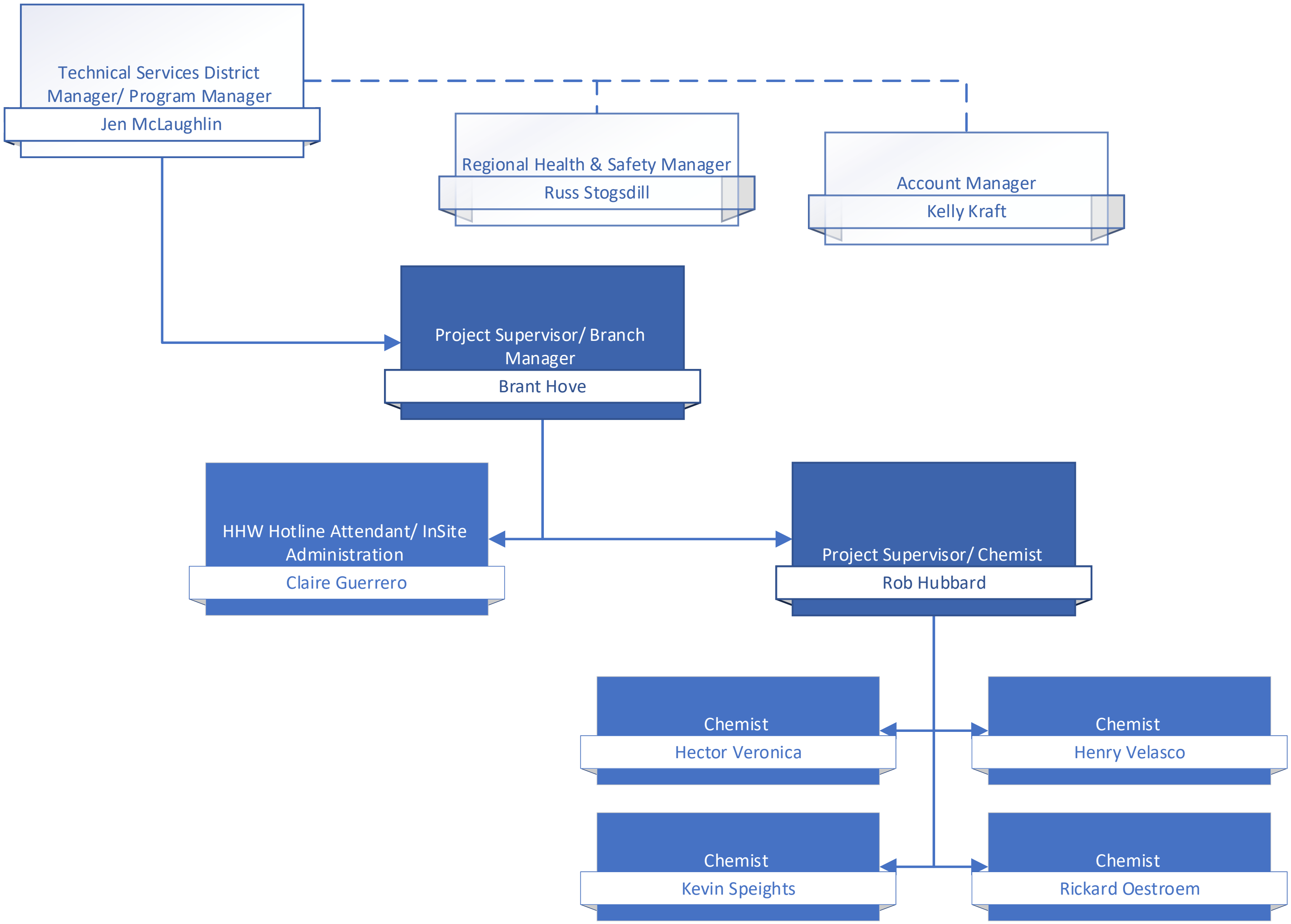
Alan S. McKim - Chairman, President and Chief Executive Officer
Michael L. Battles - Executive Vice President and Chief Financial Officer
George L. Curtis - Executive Vice President, Pricing and Proposals*
Eric J. Dugas - Senior Vice President, Finance and Chief Accounting Officer
Sharon M. Gabriel - Executive Vice President and Chief Information Officer*
Eric W. Gerstenberg - Chief Operating Officer*
Robert Johnston - President of Oil and Gas*
Jeffrey H. Knapp - Executive Vice President and Chief Human Resources Officer*
Robert E. Speights - Executive Vice President and Chief Sales Officer*
Michael J. Twohig - Executive Vice President, Safety and Risk Management*
Brian P. Weber - Executive Vice President, Corporate Planning and Development*

Directors

Alan S. McKim - Chairman, President and Chief Executive Officer
Dr. Gene Banucci - Lead Director
Edward G. Galante - Director
Rod Marlin - Director
John T. Preston - Director
Andrea Robertson, CPA - Director
Thomas J. Shields - Director
Lauren C. States - Director
John R. Welch - Director
Robert Willett - Director

*Officer of a wholly owned subsidiary of the parent holding company, Clean Harbors, Inc.

Organizational Chart for Clean Harbors Oxnard HHW & CESQG Program



List of Project Personnel

The following list provides the names, titles, responsibilities, experience and qualifications of Clean Harbors HHW team who will continue providing the requested services to the City.

Name, Address, Phone	Position Title	Responsibilities	Qualifications/ Experience/ Education
Jen McLaughlin 880 Verdulera Street Camarillo, CA 93010 Phone: 805.914.1472	Program Manager/ Technical Services Operations Manager	Program Manager for the City's HHW contract. Jen will work with the City to assure optimum: ❖ Program administration ❖ Program planning & operations ❖ Accomplishment of program tasks ❖ City and public satisfaction	23 years Household Hazardous Waste and Environmental Industry experience. A.A. degree in Liberal Studies.
Russ Stogsdill 3495 Kurtz Street San Diego, CA 92110 Phone: 310. 283.7765	Regional Health & Safety Manager	The Regional Health & Safety Manager, Russ Stogsdill, will provide the following function in support of the field activities: ❖ Maintain all necessary files and records; ❖ Be available for consultation by the Program Manager or Project Supervisor; ❖ Modify health and safety equipment or procedures based on data gathered at the project sites; ❖ Provide occasional site audits to verify adherence to the site safety requirements.	9 years Household Hazardous Waste experience and 28 years of Environmental Industry experience. AAS degree in Occupational Health & Safety & CIHM.

Name, Address, Phone	Position Title	Responsibilities	Qualifications/ Experience/ Education
Kelly Kraft 880 Verdulera Street Camarillo, CA 93010 Phone: 805.233.0549	Account Manager	Kelly Kraft, Account Manager, will support the Program Manager on administrative issues. He will attend meetings if the Program Manager is unavailable and will assist the City with any matters in the Program Manager's absence. The Account Manager is accountable for ensuring execution of the agreement and managing changes to the agreement that may arise over the term of the contract. Job functions include: ❖ Ensure a smooth contract transitioning. ❖ Attend QA/QC meetings with City representatives to discuss any areas which may need attention and to present any recommendations for improvement, specifically addressing customer satisfaction and regulatory compliance.	12 years Household Hazardous Waste and 20 years Environmental Industry experience. A.S. degree in Hospitality.
Christopher (Rob) Hubbard 880 Verdulera Street Camarillo, CA 93010 Phone: 805.987.0217 Cell: 805.504.7135 hubbard.christopher@cleanharbors.com	**Project Supervisor/** Chemist	Primary Site Supervisor for the City's HHW contract. Primary customer contact for all operational-related activities. Responsible for: ❖ all planning, logistics, equipment, supplies, and staffing for the events ❖ supervision for on-site program activities ❖ supervision of all site personnel ❖ on-site decision maker ❖ fill any operational job position as needed ❖ directs personnel in emergency situations	9 years Household Hazardous Waste Collection experience and Environmental Industry experience. Completion of 1.5 years college general education coursework.

Name, Address, Phone	Position Title	Responsibilities	Qualifications/ Experience/ Education
Brant Hove 880 Verdulera Street Camarillo, CA 93010 Phone: 805.987.0217 Cell: 805.603.6247 hove.brant@cleanharbors.com	**Project Supervisor**/ CleanPack Coordinator	Alternative Site Supervisor (see responsibilities under Rob Hubbard below). Also ensures all necessary equipment, supplies, and staffing are available for the contract.	7 years Household Hazardous Waste and Environmental Industry experience. B.S. degree in Geology.
Claire Guerrero 880 Verdulera Street Camarillo, CA 93010 Phone: 805.987.0717	HHW Reservation Attendant	Claire is an Insite Administrator and is responsible for managing HHW Reservation phoneline. Claire works directly with the residents, scheduling their appointments and providing them information about the Program. She also shares the appointment schedule with the Project Supervisor,	1 year Household Hazardous Waste and Environmental Industry experience. B.S. degree in Chemistry.
Hector Veronica 880 Verdulera Street Camarillo, CA 93010 Phone: 805.987.0217	Chemist	Responsible for screening, offloading, segregating, classifying, inventory and packing waste collected. Includes unknows identification via field hazard categorization testing.	13 years Household Hazardous Waste Collection experience and Environmental Industry experience. High School Diploma.
Kevin Speights 880 Verdulera Street Camarillo, CA 93010 Phone: 805.987.0217	Chemist	Responsible for screening, offloading, segregating, classifying, inventory and packing waste collected. Includes unknows identification via field hazard categorization testing.	9 years Household Hazardous Waste Collection and Environmental Industry experience. Completion of 4 years various college coursework.
Henry Velasco 880 Verdulera Street Camarillo, CA 93010 Phone: 805.987.0217	Chemist	Responsible for screening, offloading, segregating, classifying, inventory and packing waste collected. Includes unknows identification via field hazard categorization testing.	5 years Household Hazardous Waste Collection experience and 5 years Environmental Industry experience. B.S. degree in Chemistry

Name, Address, Phone	Position Title	Responsibilities	Qualifications/ Experience/ Education
Rickard Oestroem 880 Verdulera Street Camarillo, CA 93010 Phone: 805.987.0217	Chemist	Responsible for screening, offloading, segregating, classifying, inventory and packing waste collected. Includes unknows identification via field hazard categorization testing.	2 years Household Hazardous Waste Collection experience and 5 years Environmental Industry experience. A.A. degree in Natural Science

Copies of training records & certificates wil be maintained on site during operations.

Clean Harbors agrees to provide services as outlined on the following pages. Red font indicates modifications to RFP language.

9.0 SERVICE DESCRIPTION

The successful Bidder must provide the services necessary to operate a Permanent Household Hazardous Waste Collection Facility ("PHHWCF") and CESQG Program for the City at the Bidder's facility. Additional services shall include operating Temporary Household Hazardous Waste Collection Facilities at locations designated by the City. These services shall include the acceptance, packaging, labeling, profiling, manifesting, transportation, and disposal of HHW and CESQG waste. HHW CESQG waste may include, but is not limited to, common household products such as household cleaning products, spot removers, floor polish, furniture polish, aerosol cans, solvents; oven cleaner, pesticides, pool chemicals, nickel-cadmium, alkaline, carbon-zinc or other small batteries, intact spent fluorescent light tubes, intact spent high intensity discharge (HDD) lamps, cathode ray tubes (CRTs), compressed gas cylinders and fire extinguishers, oil based paint, latex paint, used motor oil, used oil filters, antifreeze, spent lead-acid batteries and "sharps" in approved containers.

10.0 SCOPE OF SERVICES

RESPONSIBILITIES OF THE CITY

10.1 **Generator Status**

The City shall be the generator of all waste accepted at the City HHW and CESQG program. As such, the City shall sign all required permits, variances, manifests and bills of lading. The City may authorize, in writing, the Bidder to sign manifests and bills of lading on behalf of the City.

10.2 **Publicity and Informational Materials**

The City shall employ whatever means it determines to be feasible to publicize the program including, but not limited to, direct mail, flyers, posters, press releases, utility bill inserts, and other forms public information. Program publicity shall identify acceptable and unacceptable wastes and shall advise participants of transportation limitations established by applicable federal and state statutes and/or regulations.

10.3 **Residency Verification**

The City shall provide Bidder with the information necessary to determine the potential participant's jurisdiction of residence. City shall provide Bidder with a map clearly showing the City's boundaries. In the event that residency cannot be verified from the map, Bidder shall request assistance from a City representative.

RESPONSIBILITIES OF THE BIDDER

10.4 **Appointment Based System**

Bidder shall provide a local phone number for HHW and CESQG participants to schedule appointments to dispose of HHW and CESQG waste. Bidder shall ensure that this line is staffed by a reservations specialist capable of scheduling appointments and assisting participants, Monday through Friday, between the hours of 8:00 a.m. and 4:00

p.m., except for City-observed holidays. At all other times, Bidder shall ensure that this line is answered by an automatic answering device that plays a pre-recorded message about the upcoming collection schedule and enables callers to leave a message.

~~Bidder shall design and make available an internet site capable of accepting, processing, and establishing appointment requests from the public. This site shall link to the City websites.~~ Clean Harbors requests the City to continue providing the Hazardous Waste Appointment Request form on their website. A Clean Harbors email address will be provided to the City; this email address shall be used to send completed online appointment requests to Clean Harbors.

Bidder shall respond to not less than 95 percent of messages received within 24-hours. At the time the appointment is made, Bidder shall verify participant's jurisdiction of residence. The Bidder shall keep a list of appointments made, including participant's name, address, telephone number, and jurisdiction of residence. Bidder shall submit this list to the City in both a hard copy and in an electronic format specified by the City, along with the invoice for collection services.

Bidder shall issue admission /confirmation emails or postcards to participants in a timely manner that indicate the day and time of the appointment, location, acceptable and unacceptable materials, and waste transportation limits. The greener option of email confirmation is Clean Harbors preferred method of sending the admission/confirmation notices; postcards will be utilized only if the participant prefers this method. The Bidder shall collect admission postcards from participants upon their arrival at the site and shall document receipt of waste from all participants without a postcard by recording their name and address.~~complete appointment postcards for participants who fail to bring their postcard to the site~~. The Bidder shall submit all admission postcards to the City along with each invoice submitted for payment, if requested.

11.0 PERMIT AND VARIANCE ACQUISTION

Bidder shall ensure that an Environmental Protection Agency identification number (CAH#) applicable to HHW and CESQG Waste collection programs is issued to all selected sites, complete and submit DTSC Permit By Rule Application, obtain all local land use permits and comply with the California Environmental Quality Act (CEQA) for each site. Bidder shall obtain a variance from DTSC to allow Bidder to collect HHW door-to-door from residences upon request by the City ("Shut-In" service). Bidder shall also renew HHWV AR990504 - Transportation and Manifesting Variance for CESQG. Bidder shall secure all necessary signatures from the City as required.

12.0 COLLESTION LOCATION

Bidder shall provide the location for the PHHWCF, which cannot exceed fifteen (15) miles distance from City limits. At the request of the City, Bidder shall hold satellite collection programs at locations designated by the City.

13.0 COLLECTION OF LOADCHECK PROGRAM WASTE

Bidder to provide City containers for containment and storage of loadcheck program waste collected at Del Norte, at no additional cost to City. As part of the loadcheck program, Bidder shall periodically transfer, at the request of the City Project Manager, loadcheck waste from Del Norte to Bidder's PHHWCF, where Bidder shall comingle loadcheck program waste with the corresponding profiled HHW and CESQG waste already at the Bidder's PHHWCF, as an alternative, Bidder may elect to transfer loadcheck program waste directly to a treatment, storage, and disposal facility, whichever cost is lower, in accordance with Health & Safety Code §25218.5(a)(1)(G).

14.0 OPERATIONS/ HEALTH AND SAFETY PLAN

Bidder shall prepare and submit a site-specific Operations and Health and Safety Plan in accordance with all applicable regulations to City for review not later than two (2) calendar weeks prior to operation at a site for which an Operations/Health and Safety Plan has not been submitted. Bidder shall include, as a minimum requirement, in the plan: work zones for the site, indicate safety showers, eye wash stations, first aid kits, and fire extinguishers within these work zones; specify the levels of personal protective equipment to be provided, develop spill response and control measures; specify emergency and spill response procedures; indicate evacuation procedures to be followed and identify off site medical facilities available to assist in emergency situations. Contractor shall also prepare a "Quality Assurance Plan" as defined in Health & Safety Code §25218.1(j).

15.0 EMERGECY RESPONSE

Bidder shall contact and coordinate with all CUPA or other local agencies responsible for fire and hazardous waste emergency response and notify such agencies of the collection program dates, location(s) and hours of operation and all other information required by Health & Safety Code §25218.2. Bidder shall establish contingency measures should an incident occur.

16.0 TRAINED AND QUALIFIED PERSONEL

Bidder shall use qualified staff trained in spill response, general health and safety, and emergency procedures to collect, sort, identify, package, manifest, transport and arrange for the treatment and/or disposal of incoming wastes. Bidder personnel shall be capable of emergency response and cleanup of hazardous spills. Bidder shall ensure that its personnel sorting, lab packing, bulking, and packaging HHW and/or CESQG waste meet the personnel training requirements specified in §66264.16(a) and the requirements of the Occupational Safety and Health Administration (OSHA) CCR, Title 8. Bidder ensures its supervisors and hazardous waste drivers conform to Department of Transportation (DOT) hazardous materials transportation regulation (HM- l 26F). Copies of all 40-hour OSHA training certificates shall be maintained on site during operations.

17.0 GENERAL FACILITY OPERATIONS

Bidder shall provide all labor, equipment and supplies necessary to operate a HHW and CESQG waste collection program including, but not limited to the following: provide properly trained and qualified personnel, provide emergency response services when required; distribute and collect public information materials, collect appointment postcards from participants, receive HHW and CESQG waste, utilize appropriate management methods for waste collected, identify unknown wastes, package and label wastes, and provide on-site interim storage, transport, recycle, treat, and disposal of wastes.

Bidder shall provide personnel to control on-site traffic, greet participants, unload participant's vehicles, and identify and segregate wastes. Bidder shall instruct participants to remain in their vehicles at all times. Prior to unloading, Bidder shall visually inspect the material for any potential unacceptable waste. Bidder shall service HHW and CESQG waste participants within 10 minutes of participant's arrival at the facility or traffic queue.

In the event participant exceeds the amount of material reasonably considered to be one load or is greatly in excess of HHW or CESQG waste transportation limits, Bidder shall photograph load and provide photograph to City along with the Bidder's invoice for payment.

18.0 UNACCEPTABLE WASTE

Bidder shall accept waste from participants in accordance with the approved "Quality Assurance Plan" as defined in –Health & Safety Code § 25218.11.5. Bidder shall make every effort to prevent the acceptance of unacceptable wastes including radioactive material, unstable explosives, stable explosives such as fireworks and ammunition, and bio-hazardous waste with the exception of sharps contained in an appropriate container. Unacceptable wastes brought to the collection program by HHW or CESQG participants, which the Bidder deems to be a hazard to the public or environment if not accepted, shall be accepted by the Bidder. In this instance, or if unacceptable wastes are inadvertently accepted, Bidder shall notify the City by the following business day. Bidder shall arrange for the proper and legal transportation and disposal of unacceptable waste. ~~Bidder shall be responsible for the cost of handling and disposal of unacceptable waste.~~ The cost of handling and disposal of unacceptable waste will be priced on a case-by-case basis and invoiced at cost plus ten percent (10%)
In the event that unacceptable waste is not an immediate hazard to the public, Bidder shall follow the procedures set forth in Section ~~21~~19.0 below.

19.0 HANDLING OF UNEXPECTED OR DANGEROUS MATERIAL

In the event that known explosives, radioactive materials, biological contaminants and/or reactive materials (unacceptable for planned disposal) are brought to the Bidder at a HHW and/or CESQG waste collection event, Bidder shall assess the situation, and if necessary, immediately alert the appropriate agency and private waste handling company. Bidder shall arrange for the handling and disposal of unacceptable materials if Bidder deems that such materials cause an immediate hazard to the public or the environment. Highly reactive, explosives, radioactives, gas cylinders and pyrophoric waste shall be priced on a case-by-case basis at cost plus ten percent (10%). Unacceptable wastes shall not be included in the cost per vehicle assessed by Bidder.

Bidder shall implement the appropriate management techniques for the materials identified in the table below:

Type of Material	Common Identification Method	Handling Procedure
Radioactive	Visual, Geiger Counter	Most radioactive materials encountered at HHW and CESQG waste collection events are beta emitters. Safely isolate in a small metal drum
Unstable Explosives (crystallized picric acid, ethers)	Visual	Depending on type and condition, stabilize by submersion in water and/or isolated from the public. Notify fire department and bomb squad
Stable Explosives (fireworks, ammunition)	Visual	Inform participant to take the materials to local fire or police department for disposal
Compressed Gas Cylinders	Visual	Isolate, package, and label
Pyrophorics	Visual	Immediately separate pyrophorics and place in airtight containers to prevent reaction, then labpack individually within 5-gallon containers and cushion with vermiculite to prevent leakage

20.0 SURVEYS AND INFORMATION MATERIALS

If requested by the City, Bidder shall provide personnel to distribute information materials, used oil recycling containers, etc., and collect survey information from HHW and CESQG participants.

21.0 CESQG COLLECTION

Bidder shall accept waste from CESQG participants only during hours in which the site is not open to HHW participants. Bidder shall collect fees from all CESQG participants.

22.0 PACKAGING AND LABELING OF WASTES

Bidder shall provide all personnel and materials to properly labpack or bulk HHW and CESQG waste. Bidder shall ensure that all packaged materials are properly labeled prior to transport. Bulked liquids and labpacked drums shall be packaged to the maximum allowed by pertinent federal and state regulation and the standards of the treatment or disposal facilities accepting the material. Bidder shall make all reasonable efforts to ensure that all containers are labpacked with a minimum of wasted space.

23.0 MANIFESTING AND TRANSPORTING OF WASTES

Bidder shall transport all packaged and labeled HHW and CESQG wastes to their destinations as permitted by Health & Safety Code§ 25218.4 and §25218.5, or by a registered hazardous waste hauler licensed through the appropriate federal, state, and local agencies to haul such waste as appropriate. Bidder shall be responsible for the preparation of all Bills of Lading or Hazardous Waste Manifests in accordance with DOT and State regulations. Shipping papers shall be made available to the City prior to shipment for review. No waste shall be stored at the Bidder's facility longer than one year as designated by Permit by Rule regulations.

24.0 TRANSPORT, RECYCLING, TREATMENT, AND DISPOSAL

Bidder shall make arrangements for the proper transport, recycling, treatment, long-term storage or disposal of collected HHW and CESQG wastes. Bidder shall ensure that all facilities used are fully permitted and approved by federal, state, and local agencies as hazardous waste transporters, recycling, treatment, storage, and/or disposal facilities. Prior to executing an Agreement, Bidder shall provide City with a list of transporters that the Bidder shall use for hazardous waste transport as part of the Agreement. Bidder shall provide City with a list of the waste management facilities the Bidder shall use for the storage, disposal, recycling of hazardous waste collected as part of the Agreement.

25.0 DOCUMENTATION AND REPORTING

Bidder shall provide reports documenting collection activities to the CITY within 30 calendar days of the end of each calendar quarter. The report shall include at a minimum copies of all shipping papers, waste quantities and CalRecycle Form 303.

25.1 **Equipment**. Bidder agrees to supply all equipment designated in section 28.0 below, at no cost to the City for use at all HHW and CESQG waste events.

25.2 **Reuse Program**. In conjunction with HHW and CESQG collection and disposal, Bidder shall operate a reuse program. Bidder shall make available to the public certain hazardous and recyclable materials for the purpose of reuse. Bidder shall institute measures to maximize reuse opportunities. Prior to executing an Agreement, Bidder shall provide the City with a reuse plan and ensure that each member of the public that accepts material from the reuse program receives and signs a Waiver of Liability and Release for Reuse of Hazardous and Recycled Materials.

25.3 **Recycling, Treatment, and Disposal**. Contractor shall arrange for the proper transport, recycling, treatment, long-term storage, and/or disposal of collected HHW or CESQG waste, as described in section ~~26~~24.0 above. It is the responsibility of the Bidder to have on file the permit documents and certificates for the transporters, recycling, treatment, long-term storage, and/or disposal facilities to be used by Bidder.

25.4 **Documentation and Reporting.** Bidder shall provide reports documenting collection activities to the City within 30 calendar days of the end of each calendar quarter. The report shall include at a minimum copies of all shipping papers, waste quantities and CalRecycle Form 303.
25.5 **Equipment.** Bidder agrees to supply all equipment identified in section ~~28~~26.0 below, at no cost to the City, for use at HHW and CESQG waste events.

26.0 LIST OF EQUIPMENT

Bidder shall supply the following equipment for use at the PHHWCF at no cost to the City. The list below constitutes the minimum quantity of equipment required by the City:

1. 3,200 square foot metal building
2. 230 gallon waste oil tank with secondary containment
3. 500lb lift capacity forklift
4. Drum dolly (2)
5. Drum tilter
6. Drum grabber
7. Drum sling
8. Drum deheader
9. Spark proof hammers (2)
10. Speed wrench/socket (2)
11. Bung wrench (2)
12. Chemical resistant carts (6)
13. Sorting tables (2)
14. Fire extinguishers (4)
15. Electronic digital 4’x4’ platform scale
16. Signage
17. Traffic barricades and delineators
18. Brooms (2)
19. Shovels (2)
20. Geiger counter
21. Fingerprint identification kit
22. Bulking grills (2)
23. Two-way radios (4)

27.0 INSURANCE REQUIREMENTS, PERMITS, LICENSES, AND AGREEMENT

Bidder shall maintain in force, at its own cost, at all times during the performance of the assignment, insurance in accordance with the provisions of Exhibit INS-I (with contractors pollution liability) attached to the Sample Agreement for Trade Services (see Attachment G) with this bid. The selected Bidder, at its sole expense, shall be responsible for keeping current and up-to-date all federal, state, and local permits and certifications required for the work specified in this bid. If the Bidder cannot or will not provide insurance as identified, or maintain current and up-to-date permits and certifications for the work specified in this bid, the City will not enter into an Agreement with the Bidder.

28.0 CONTRACTUAL REQUIREMENTS

The successful Bidder will be required to enter into an agreement with the City using the City's standard Agreement for Trade Services. A sample copy has been provided with this solicitation (Attachment G). Provisions include, but are not limited to, indemnification, insurance requirements, applicable compliance to ordinances, laws, regulations and licenses, City business licenses, and other terms and conditions. If the Bidder is not prepared to accept the terms of Agreement, the Bidder should not submit a bid response.

29.0 CONTRACT TERM

City and successful Bidder shall enter into a three-year agreement term.

30.0 INVOICING

30.1 Bidder shall submit to City of Oxnard and to City of Port Hueneme separate invoices prepared in accordance with the rates proposed by Bidder on this bid. Bidder shall submit the following with each invoice: number of participants from the City of Oxnard and from the City of Port Hueneme, copies of manifests, copies of certificates and other documents from disposal or recycling facilities for material collected at the collection event. Submitted on a calendar quarterly basis: a printout of the completed CalRecycle Form 303 and other charts, graphs, and visual materials related to the services provided by Bidder at collection events, as the City of Oxnard Recycling Manager may request; and any documentation required in connection with the Materials Reuse Program identified in section 27.2 above.

30.2 Bidder shall submit to City of Oxnard and to City of Port Hueneme separate monthly invoices prepared in accordance with the rates proposed by Bidder in this bid, identifying HHW pickups from disabled residents in City. Invoices shall be submitted to City no later than the 15th day of each month, for the preceding month's service. The invoice shall state the name and address of each resident from whom Bidder picked up HHW and the charge for each pickup.

30.3 Bidder shall submit invoices to City of Oxnard by mailing invoices to City of Oxnard, Environmental Resources Division, 111 South Del Norte Blvd. Oxnard, CA 93030, Attention: Recycling Manager. Bidder shall submit invoices to City of Port Hueneme by mailing invoices to City of Port Hueneme, 250 N. Ventura Road, Port Hueneme, CA 93041, Attention: Fred Camarillo.

30.4 City shall accept or reject invoices within ten working days of receipt thereof, provided, however, that on verbal notice to Bidder, City may extend the invoice review period. If City does not accept or reject an invoice within ten working days or any extension of such time, Bidder may assume that the invoice is accepted. If City rejects the invoice, Bidder shall submit a corrected invoice.

30.5 Bidder shall maintain current monthly records, books, documents, papers, accounts, and other evidence pertaining to the services performed and costs incurred.

Bidder shall provide the City of Oxnard Recycling Manager with copies of such records, books, documents, papers, accounts and other evidence requested for justification of an invoice.

31.0 REPORTING REQUIREMENTS

The Bidder shall designate a sole lead contact that will be responsible as the Bidder's supervisor. Bidder shall provide City with the supervisor's office and cell phone numbers and e-mail address. The City will channel all communications and requests through the Bidder's designated supervisor. This supervisor must be reachable Monday through Friday, between the hours of 8:00am and 5:00pm, except holidays. The supervisor shall respond to the City within two (2) hours of the City's call, text, or email. The City observes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

32.0 PAYROLL AND REPORTS

Bidder's employees shall be paid in accordance with the City's living wage policy, see Living Wage Policy Exhibit ~~of Attachment G below~~ (there is no Attachment G of the RFP). Upon written request, the City may audit or inspect any and all Bidder payroll records relating to the work pursuant to the Agreement. The Bidder shall produce certified payroll records within one (1) week upon receiving a written request from the City. The City's Living Wage Policy does not reference certified payroll requirements. Is a particular certified payroll form required? If so, please provide a copy to Bidder. The Bidder shall maintain all payroll records and reports throughout the term of the Agreement.

33.0 COMPLIANCE WITH LAWS AND REGULATIONS

Bidder shall comply with all applicable federal and state laws, rules and regulations, and all applicable local ordinances, including, but not limited to, environmental, labor, and safety laws; rules, regulations, ordinances, and site permit requirements. By submitting a signed bid response, Bidder certifies that the Bidder will comply with all applicable federal, state, and local laws, rules and regulations.

ATTACHMENT A
COMPENSATION SCHEDULE

Bidder Name: Clean Harbors Environmental Services, Inc.

The above-named bidder having examined the proposed bid and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies, equipment, and to perform operations necessary to complete the work as required by the request for bid, per the rates proposed below.

FEES FOR NON-TEMPORARY RESIDENTIAL HHW SERVICES

Fee Per HHW Participant Load Dropped Off at Bidder's Site	$ 92.00 [1.]
Fee Per Home Pickup at Private Residence	$ 125.00 [1.]

[1.] The above per participant and per home pricing applies to each load and home pick with up to 15 gallons or 125 pounds (The weight of PaintCare waste will not be included in the load / home pickup weight). Should loads exceed 15 gallons or 125 pounds Clean Harbors requests the right to bill each additional load equivalent at the above quoted rates.

FEES FOR LOADCHECK PROGRAM WASTE SERVICES

Fee Per Loadcheck Program Waste Pickup at Del Norte	$ 1,250.00

FEES FOR TEMPORARY COLLECTION EVENTS

Preparation of Permit by Rule	no charge
Preparation of Site-Specific Operations Plan	no charge
Preparation of Site-Specific Safety & Health Emergency Response Plan	no charge
Event Mobilization	$ 3,500.00
Fee Per HHW Participant (vehicle)	$ 92.00
Minimum Number of Participants (vehicles)	50

FEES FOR CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS

Category	Description	Fee	Unit (gallon, pound, drum, etc.)
Fee Per CESQG Participant (business)	Flat Fee Assessed Per Participant Business	$ 38.00	visit
Automotive Products for Recycling	Antifreeze	$ 1.55	gal
Automotive Products for Recycling	Used Motor Oil	$ 1.05	gal
Automotive Products for Recycling	Used Oil Filters	$ 0.55	pound
Automotive Products for Recycling	Lead-Acid Batteries	No Charge	
Other Waste for Recycling	Latex Paint	-No Charge w/Paint Care	
		$ 0.75 If not PaintCare acceptable	pound
Other Waste for Recycling	Nickel-cadmium, Alkaline, Carbon Zinc, or other Small Batteries	$ 1.00	pound
Other Waste for Recycling	Intact Spent Fluorescent Light Bulbs	$ 3.10	pound
Other Waste for Recycling	Broken Fluorescent Light Bulbs	$ 3.10	pound
Other Waste for Recycling	Mercury Switches, Relays, and Thermometers	$ 12.50	pound
Other Waste for Recycling	Empty Drums	$ 30.00	drum
Waste for Fuel Blending	Oil-based Paint	-No Charge w/Paint Care	
		$ 0.75 If not PaintCare acceptable	pound
Waste for Fuel Blending	Solvents	$ 3.10	pound

Waste for Incineration	~~Overpacks~~ OXIDIZERS	$ 1.55	pound
Waste for Incineration	Non-reactive Labpacks	$ 1.55	pound
Waste for Incineration	Reactive Labpacks	$ 6.75	pound
Waste for Incineration	Aerosols	$ 2.60	pound
Waste for Incineration	Polychlorinated Biphenyls (PCBs)	$ 2.10	pound
Waste for Incineration	Propane Cylinders (Camp Stove Type)	$ 10.50	each
Waste for Incineration	Propane Tanks (Cooking Grill Type)	$ 25.00	each
Waste for Incineration	Sharps	$ 1.55	pound
Waste for Landfill	Asbestos	$ 1.30	pound

FEES FOR LOADCHECK WASTE (TRANSPORTATION & DISPOSAL)

Category	Description	Fee	Unit of Measure
Automotive Products for Recycling	Antifreeze	$ 85.00	55DM
Automotive Products for Recycling	Used Motor Oil	$ 85.00	55DM
Automotive Products for Recycling	Used Oil Filters	$ 85.00	55DM
Automotive Products for Recycling	Lead-Acid Batteries		
Other Waste for Recycling	Latex Paint	$ 90.00	55DM
Other Waste for Recycling	Nickel-cadmium, Alkaline, Carbon Zinc, or other Small Batteries	$ 110.00	05DM
Other Waste for Recycling	Intact Spent Fluorescent Light Bulbs	$ 1.20	LB
Other Waste for Recycling	Broken Fluorescent Light Bulbs	$ 0.50	LB
Other Waste for Recycling	Mercury Switches, Relays, and Thermometers	$ 395.00	5DF
Other Waste for Recycling	Empty Drums	$ 35.00	55DM
Waste for Fuel Blending	Oil-based Paint	$ 190.00	55DM
Waste for Fuel Blending	Solvents	$ 135.00	55DM
Waste for Incineration	Oxidizers	$ 250.00	55DM

Waste for Incineration	Non-reactive Labpacks	$ 250.00	55DM
Waste for Incineration	Reactive Labpacks	$ 150.00	5DM
Waste for Incineration	Aerosols	$ 225.00	55DM
Waste for Incineration	Polychlorinated Biphenyls (PCBs)	$ 195.00	05DM
Waste for Incineration	Propane Cylinders (Camp Stove Type)	$ 10.30	Per lecture or small cylinder
Waste for Incineration	Propane Tanks (Cooking Grill Type)	$ 24.00	Per medium cylinder
Waste for Incineration	Sharps	$ 250.00	55DM
Waste for Landfill	Asbestos	$ 150.00	55DM
Varies	Overpacked Drum Surcharge	$ 150.00	per drum

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	5-6-20	#03	5-8-20
#02	5-6-20	#04	5-12-20

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

ATTACHMENT B
COMPANY INFORMATION

Name of Company: Clean Harbors Environmental Services, Inc.

Address: (Local) 880 Verdulera Street, Camarillo, CA 93010
(Corporate) 42 Longwater Drive, Norwell, MA 02061

Service to provide: HHW & CESQG Waste Management Services

Main Point of Contact: Kelly Kraft, Account Manager Backup: Jen McLaughlin, TS District Manager

Fed Tax ID: 04-2698999 City Tax ID: Cert No. 21-00109136

mclaughlin.jennifer@cleanharbors.com - backup
E-mail: kraft.kelly@cleanharbors.com -primary Phone: 805.233.0549 Kelly, backup Jen 805.914.1472

6001 **Credentials/Resumes/Certifications/Licenses:**
This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

6002 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Education
e. Certifications/licenses, if applicable
f. List other pertinent information that will assist in evaluating Bidder's qualifications.

BIDDER'S RESPONSE a: see attached List of Project Personnel

BIDDER'S RESPONSE b: see attached List of Project Personnel

BIDDER'S RESPONSE c: see attached List of Project Personnel

BIDDER'S RESPONSE d: see attached List of Project Personnel

BIDDER'S RESPONSE e: see attached List of Project Personnel

BIDDER'S RESPONSE f: see attached List of Project Personnel

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CERTIFICATIONS

I, George L. Curtis, a duly authorized agent of Clean Harbors Environmental Services, Inc.
Printed Name of Agent/Officer **Name of Organization**

hereby certify that Clean Harbors Environmental Services, Inc. by submission of this proposal in response to the
Name of Organization
solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: ____________________ Date: May 18, 2020

Title of Agent/Officer: Executive Vice President- Pricing & Proposals

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

ATTACHMENT C
REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	City of Thousand Oaks
Address:	2100 E Thousand Oaks Blvd Thousand Oaks, CA 91362
Contact person:	Spencer Silverstein, Sustainability Analyst
Email address:	ssilverstein@toaks.org
Telephone address:	(805) 449-2446
Project name:	HHW Management Services
Dates worked performed:	2016 to Present
Summary of scope of services:	Clean Harbors provides the operational services at the City's Permanent Household Hazardous Waste Facility and the Materials Reuse Program. The permanent facility is open to receive HHW on Fridays and Saturdays from 9:00 a.m. to 1:00 p.m. on an appointment only basis. The program includes a Materials Reuse Store where still useable materials can picked up for free be participant; the Materials Reuse Store is open the same hours as the HHW. Clean Harbors provides CESQG collection and disposal services by appointment on Fridays at the PHHWCF. Clean Harbors provides staffing, collection, segregation, packaging, transportation, treatment, recycling, and disposal services. The City's program serves an average of 450 vehicles per month for HHW and almost 100 CESQGs annually.
Project cost:	$250,000/ year

Reference 2	
Company name:	County of Santa Barbara Public Works
Address:	130 East Victoria Street, Suite 100 Santa Barbara, California 93101
Contact person:	Jody Rundle, Program Specialist
Email address:	jrundle@cosbpw.net

Telephone address:	(805) 882-3602
Project name:	HHW Waste Management Services
Dates worked performed:	August 2006 to Present
Summary of scope of services:	Clean Harbors provides the transportation, management, recycling and disposal for the hazardous materials collected at the County's Community Hazardous Waste Collection Center, and complete management of 3 one-day collection events held annually in Santa Ynez and New Cuyama
Project cost:	$500,000 / year

Reference 3	
Company name:	City of Camarillo
Address:	601 Carmen Drive Camarillo, California 93010
Contact person:	Roger Pichardo, Recycling Coordinator
Email address:	rpichardo@ci.camarillo.ca.us
Telephone address:	(805) 388-5392
Project name:	HHW Waste Management Services
Dates worked performed:	1998 to Present
Summary of scope of services:	Clean Harbors provides the City with a complete permanent household hazardous waste program at our Camarillo Service Center. Included in our management of their Program are CESQG collection services, and the option to provide one-day HHW collection events.
Project cost:	$200,000 / year

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE: Clean Harbors is awarded hundreds of contracts every year and a list of all these contracts is not information we provide. The Southern California clients listed below have contracts with Clean Harbors for HHW services:

Antelope Valley Environmental Collection Center
Burrtec Waste & Recycling Services
Chula Vista Dept of Resource & Waste Management Services
City of Buellton

City of Camarillo
City of Carpinteria
City of El Monte
City of Glendale
City of Imperial Beach
City of Los Angeles
City of Oxnard
City of San Diego
City of Santa Barbara
City of Santa Paula
City of Thousand Oaks
County of Kern
County of Los Angeles - Sanitation Districts
County of Orange OC Waste & Recycling
County of Riverside
County of San Diego
County of Santa Barbara

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: Clean Harbors has, on occasion, encountered contract disputes with customers, due to confidentiality provisions we do not disclose this information. We can confirm we have not had any failure or refusal to complete any HHW contract in California.

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _______ No ___X____

If so, explain the circumstances:

____

____

____

____

____

____

____

City of Oxnard
Purchasing Department

Solicitation #ER20-91
Bid Close Date: 05/20/20 at 2:00 pm PT

ATTACHMENT E
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, George L. Curtis

depose and say that I am Executive Vice President- Pricing & Proposals
("Sole Owner", "A Partner", "President", or other proper title)

of Clean Harbors Environmental Services, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That any addenda's indicated on **Attachment A** of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

George L. Curtis, Executive Vice President- Pricing & Proposals

City of Oxnard
Purchasing Department

Solicitation #ER20-91
Bid Close Date: 05/20/20 at 2:00 pm PT

Not Applicable to Clean Harbors

ATTACHMENT F
LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name:

Physical Address:

Phone: E-Mail:

Date Principal Business Address Established: No. of Company Employees at this address:

If less than 36 months, list previous City of Oxnard location:

City Business License No.: Taxpayer Identification No. (TIN):

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Signature of Company Official Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

Clean Harbors Workplan Table of Contents

CLEAN HARBORS WORKPLAN

1 FACILITY EQUIPMENT AND DEVICES

1.1 Waste Handling Equipment

Harbors will supply all necessary equipment and supplies required to support the HHW Collection facility. The equipment provided by Clean Harbors will meet the requirements of all applicable Federal, State, and local codes and regulations. All equipment will be properly maintained and routinely inspected.

1.2 Waste Packaging Materials

The following materials will be kept in stock and utilized for packaging collected Hazardous Wastes:

- Overpack Drums
- Vermiculite
- Clay Absorbent
- Drum Liners
- Labels
- Cardboard Boxes
- Banding Materials
- Containers (Steel, Fiber and Poly Drums, Cubic Yard Boxes)
- Duct Tape
- Packing Tape
- Towels
- Shrink Wrap
- Spill Pillows
- Pallets
- Plastic Sheeting (6mil, 8mil)

1.3 Waste Storage Area

Waste storage areas have been designed to hold all collected wastes. Hazardous Materials Storage Lockers and/or portable secondary contaminant sumps meeting the requirements of CCR 66264.175(b)(1) will be utilized for all liquid hazardous wastes to provide secondary containment. Incompatible hazardous wastes will be stored in separate storage lockers. All storage lockers and portable secondary contaminant sumps will be labeled and placarded accordingly, inspected weekly and kept in good working condition. Solid and non-hazardous waste streams will be stored in the HHW facility on the concrete floor. In accordance with CCR 66265.176 and 66264.176, the designated storage area for ignitable and/or reactive wastes is at least 50 feet from the property line.

At the end of each day of operation, all collected hazardous wastes will be packaged or stored in its designated storage locker for subsequent packaging. All drums will be closed and labeled at the end of each day. Aisles will be maintained at all times between drums to allow a rapid evacuation of the property. If a storage crisis develops, such as an excess amount of waste is generated which exceeds the maximum storage capacity, then CLEAN HARBORS will promptly enact the most available transporter to move the material to the proper disposal facility ahead of schedule.

1.4 Emergency Equipment

Emergency equipment and supplies will be kept on hand to handle any unforeseen spills or releases of hazardous materials. All equipment required for emergencies will be tested weekly (see Facility Inspections, Section 6.13). The following is a list of the emergency supplies to be kept on site:

Safety Equipment

Tyvek - Poly Coated & Plain

Aprons

Safety Glasses

Gloves – Nitrile, Vitton, Leather, Nitrile Inners

Respirators - Half Face & Full Face

Chemical Resistant Safety Toe Boots

Face Shield (Splash Protection)

Rain Suits

High Visibility Traffic Vest

Emergency Supplies

Containers (Steel, fiber and poly drums, cubic yard boxes)

Absorbent (Oilsorb, absorbent pads, absorbent pigs)

Drum Liners

Shovels and Brooms

Emergency Eyewash/Shower

Fire Extinguishers

Air Horns

The prefabricated metal building which houses the PHHWCF is fully sprinkled in accordance with UBC, NFPA and local fire regulations. The fire alarm system is connected to a dedicated phone line, where an alarm, the system calls into a UL approved Central Monitoring Station.

2 HAZARDOUS MATERIALS HANDLED AT THE SITE

2.1 Characteristics Of Hazardous Waste Handled

The wastes to be handled at the facility are generally typical materials found around the house. Based upon our previous experience with these types of programs, the following materials are expected to be received, and can be handled at the collection facility:

- ♲ Motor Oil
- ♲ Oil Filters
- ♲ Antifreeze
- ♲ Latex Paint
- ♲ Automotive Batteries
- ♲ Oil Base Paint
- ♲ Solvents including: Gasoline, Mineral Spirits, Paint Thinners, and Alcohol
- ♲ Flammable Solids
- ♲ Pesticides
- ♲ Household Cleaners including: Drain Openers, Oven Cleaners, Bleach, Ammonia, Window Cleaners, and Bathroom Cleaners
- ♲ Household Batteries
- ♲ Mercury Thermometers
- ♲ Aerosols including: Paints, Oven Cleaners, Pesticides
- ♲ Photo chemicals

2.2 Identification Of Unknown Waste

As material is unloaded from customer's vehicles, the unloaders will inspect waste to ensure it is properly labeled. If material is not labeled, the customer will be asked to identify the contents. If the customer is unable to identify the contents, they will be asked to provide any information they can (i.e. it's a pesticide, photochemical, was used to kill weeds, etc.). The materials will then be placed in the Unknown area.

2.3 Allowable Quantities of Waste Materials

State law prohibits the transport of unmanifested hazardous materials in excess of 15 gallons or 125 pounds. Advertising and promotional materials specify that those quantities may not be exceeded in any one drop-off.

The purpose of the program is to eliminate illegal disposal of household hazardous waste and to divert it from the solid waste system, Rather than discourage residents from proper disposal activities, quantities in excess of the legal transportable amounts will be accepted at the collection center if brought in by a household. Attendants will inform any person arriving with excessive quantities of the legal restrictions on transportation.

2.3.1 Material Handling and Identification:

Routine Identification:

All public information, advertising and promotional information informs participants that materials must be brought into the collection center in original containers. The attendants accomplish routine identification through a review of the product/label information and the treatment or recycling facility data. The hazard class and category of the product is based on the vehicle/solvent/carrier and the concentration of the ingredients contained. To assist in proper hazardous classification, the collection center is equipped with reference guides. Staff training includes instruction in the proper use of these reference materials.

Non-routine (unknown) Identification:

Public information, advertisements and promotional information state that only materials in original containers are acceptable. Materials received in non-original, or unmarked non-original containers, or questionable materials (i.e., product label illegible), are considered an unknown material and identified in the following manner:

- The unloaders will ask the person delivering the material to identify the contents. If the material is identified by the person delivering it, the container is marked with "Unknown - possible identity is -----"
- If the material is not identified by the party delivering it, the material's container will be marked "Unknown"
- Unknowns, whether identified by the person delivering them or not, are segregated from other materials until the proper hazard categorization testing is accomplished
- Hazard categorization testing is accomplished by the Hazardous Materials Specialist, the Emergency Coordinator, or respective designees, using the field test procedures included in the staff training course or by other acceptable testing procedures

Once the "unknown" waste is identified, the waste material is then incorporated into the regular waste stream for lab packing or bulking.

2.4 Unacceptable Materials

Materials that will not be accepted at the collection facility include radioactives, explosives, and compressed cylinders (with the exception of propane and fire extinguishers). CLEAN HARBORS is experienced with handling all types of hazardous waste/material brought to collection sites. In the event of the arrival of known explosives, radioactive materials, and/or reactive materials (unacceptable for planned disposal), CLEAN HARBORS will assess the situation and if necessary, immediately alert the appropriate private or agency personnel. CLEAN HARBORS maintains a close working relationship with private handlers and can arrange for the handling and disposal of such items, if the City desires a disposal option. A quotation for the transportation and disposal services would be prepared for the City on a case-by-case basis in this situation. The following identifies the proposed management of these unacceptable materials.

Type of Material	Common Identification Method	Handling Procedure
Radioactive	Visual, Geiger Counter	Most radioactive materials encountered at HHW and CESQG waste collection events are beta emitters. Safely isolate in a small metal drum. Clean Harbors can quote transportation and disposal via Thomas Gray and Associates or Philotechnics, Ltd.
Unstable Explosives (crystallized picric acid, ethers)	Visual	Depending on type and condition, stabilize by submersion in water and/or isolated from the public. Notify fire department and/or bomb squad. Clean Harbors can quote transportation and disposal if bomb squad cannot handle.
Stable Explosives (fireworks, ammunition)	Visual	Inform participant to take the materials to local fire or police department for disposal. Clean Harbors can quote transportation and disposal if needed.
Compressed Gas Cylinders	Visual	Isolate, package, and label. Clean Harbors can quote transportation and disposal.
Pyrophorics	Visual	Immediately separate pyrophorics and place in airtight containers to prevent reaction, then labpack individually within 5-gallon containers and cushion with vermiculite to prevent leakage. Clean Harbors can quote transportation and disposal if needed.
Biological /Medical Wastes (other than sharps)	Visual	Residents will be asked to call a local biological waste company for disposal of infectious wastes. Clean Harbors can quote transportation and disposal if needed.

3 OPERATIONAL PROCEDURES

3.1 Facility Hours

The HHW collection facility will be open to participants by appointment only. The scheduled dates and times are currently the second Friday and Saturday of each month from 8 a.m. – 3 p.m. If additional appointment slots are needed in high volume periods, extra days for appointments can be added. CESQG customers will be accepted at different times than households, also by appointment only.

3.2 Appointment Procedures

In order to facilitate an orderly collection program, all participants must have an appointment to drop off their hazardous waste. The Reservation Attendant is available Monday through Friday from 8:00 AM to 4:00 PM to receive calls from individuals in the participating jurisdictions. Appointments are scheduled at every quarter hour. The number of appointments scheduled in each 15-minute slot will depend upon the needs of the community but will not exceed eight (8) per 15 minutes.

There is a phone reservation system in place that contains a voice message box designated for each community. If the Reservation Attendant is on the phone making an appointment and someone else calls the HHW hotline, the second caller will automatically hear a specially recorded message containing information regarding the program specific to their area including, but not limited to, dates, hours of operation, acceptable/unacceptable wastes and quantity limits. Individuals are asked to leave their name, address and phone number. The Reservation Attendant verifies that the individual lives within the program area and then calls the individual back to set-up an appointment time.

Once an agreed upon time is arranged, the caller is given verbal instructions as to participation procedures. They are informed that they will receive an admission/ confirmation email or postcard prior to the collection date that will contain confirmation of their appointment date and time, directions and a map to the facility, packing and transportation instructions, quantity limits and acceptable/unacceptable materials. They are asked to bring this admission/ confirmation with them as confirmation of their appointment. CLEAN HARBORS prefers sending the admission/ confirmation notices via email when possible, as this helps us reach our paper waste reduction goals.

If an individual makes an appointment within 3 days of a collection and they can't (or do not want to) receive the "voucher" information via email; the admission/ confirmation information will verbally be provided to the participant.

The voicemail boxes for each program are checked on a regular basis. Individuals leaving messages receive a return phone call within 24 hours during the business week. The Reservation Attendant is available to answer any questions that may arise from participants and to reschedule those individuals who are unable to make their designated time.

Participants may also make appointment requests online via the City's website, once the request form is submitted and the information is routed to Clean Harbors designated email address our Reservation Attendant will schedule an appointment and an admission/ confirmation email, postcard or verbal instruction will be provided to the participant.

The Reservation Attendant will keep the Project Supervisor informed of the number of scheduled appointments on a daily basis. Just prior to each collection date, the Reservation Attendant will forward a copy of the reservation list to the Project Supervisor.

3.3 Event Cancellation Procedures

Should inclement weather, a natural disaster, or any other emergency situation pose a health and safety risk to the household hazardous waste collectors, or the surrounding community, the decision to close the household hazardous waste facility will be made jointly by CLEAN HARBORS and responsible City personnel. Inclement weather includes, but is not limited to, extreme heat, heavy rain, snow, etc. Should a cancellation occur, notification will either be posted or verbally announced, and all remaining cars will be turned away. Unfulfilled reservations will be rescheduled and the necessary precautions will be taken to ensure the health and safety of all that are involved. Both CLEAN HARBORS and responsible City personnel also will decide whether or not the Household can continue after the inclement weather, natural disaster, or emergency situation has safely passed or has been properly dealt with.

Additional occurrences providing grounds to close or cancel a scheduled collection will include a natural disaster, such as fire, flood or earthquake, or other local emergency of sufficient magnitude to cause increased risk to the public or the environment, either at the facility or in the surrounding community. Any decision to close or cancel a scheduled collection will be made jointly by CLEAN HARBORS and the City. Appointment cards sent to residents will state that in case of inclement weather, the facility will be closed and residents should call to reschedule their appointment.

Notification of cancellation or closure will be provided to local media and to the public by means of a sign posted at the front of the facility stating that the "COLLECTION DAY HAS BEEN CANCELED DUE TO INCLEMENT WEATHER," and that the participant should "PLEASE CALL TO RESCHEDULE AN APPOINTMENT."

3.4 Event Preparation Procedures

Prior to opening the collection facility, personnel will conduct a daily inspection to ensure that all materials needed for the program are available on site and in good working condition. This will include inspections of all safety equipment. Cones and signs will be set up for traffic control. Signage will include:

- Enter Here
- No Drinking, Smoking, Eating

- Caution: Please Stay In Your Vehicle
- Proceed To Stop Sign And Wait For Instructions From Attendant
- Stop

Prior to the opening of the event, the following will be verified:

- Signs and cones are in place on site
- Signs are on the streets directing participants to the facility
- The unloading pad containment drain has been plugged
- Spill material is in place
- The safety shower/eye wash is operational
- A safety meeting has been held
- All the required supplies and equipment have been deployed
- All waste handling areas except the traffic lane are covered with continuous plastic sheeting of at least 6-mil thickness. Any torn plastic will be replaced immediately.

Carts and spill cleanup material will be staged in the unloading area. Drums to be utilized will be opened and staged in the work area for easy segregation and packaging.

3.5 Participant Greeting and Vehicle Traffic Control

As participants enter the facility, a Traffic Attendant will greet them. The participant will be asked to show their admission confirmation email or turn in their postcard; if they only received verbal admission confirmation their name and address will be asked. The greeter will record the participant's entry on our appointment rooster.

The Traffic Attendant will ask the participant to open their trunk or back of the vehicle and inspect the type of materials, initial screening for unacceptable items will be done. Participants will then be directed into the unloading zone. The Traffic Attendant will ensure that traffic flow is as rapid as possible within safety limitations, and adjust the flow through the traffic lanes under to the direction of the Project Supervisor. The Traffic Attendant will make sure that special circumstances (e.g. participants waiting for containers to be emptied) can be re-routed without disrupting the main traffic flow.

The traffic flow pattern has been designed to optimize the unloading of waste materials as expeditiously as possible and allow the safe ingress and egress of customers. As safety precautions, the following will apply:

- Vehicles will back up to a concrete berm that would contain any spill.

- All participants will remain in their vehicles.
- Only the designated Traffic Attendant will manage the flow of cars.
- Participants will be asked to refrain from smoking, eating or drinking while in the unloading area
- Unloading personnel will transfer and place waste materials in their designated areas.
- If an accident or spill occurs, personnel will follow all specified safety instruction.
- All handling, sorting and packing will be done within the warehouse.

3.6 Waste Receipt and Unloading

Unloaders will be the direct line to the public and must maintain an air of professionalism in serving the participants. They will ask the participants to turn off their engines, keep the participants in their cars, unload the material, question any unlabeled or odd items, and transfer the contents to the segregation points.

Vehicle loads will be visually inspected to identify unacceptable wastes prior to unloading materials. Subsequently, all acceptable material will be unloaded from participants' vehicle. Chemicals will be placed on the "unloading" carts for transfer into the segregation and packaging area. If spills have occurred in the participants' vehicle during transit, facility personnel will notify the participant and clean the material to the best of their ability.

If unacceptable materials are found, the Project Supervisor will be asked to inspect the item. If the item is found to be an immediate danger to the participant, facility personnel, or public (i.e. unstable explosives, radioactives), a CLEAN HARBORS Emergency Response Team will be called in. If it is found that the material can be safely left with the participant, Facility personnel will provide appropriate disposal information to the customer.

3.7 Waste Sorting

Waste will be sorted by facility personnel directly into the appropriate drums or into storage lockers for subsequent bulking. Items will be inspected for content and staged in the designated location for each hazard class. Recyclable materials including motor oil & antifreeze will be moved to the recyclable bulking area. Automotive batteries will be placed on pallets for pick up by a local recycler. All other material will be segregated according to Department of Transportation (DOT) type for packaging in drums and yard boxes.

3.8 Waste Packing

Material will be sorted into a few basic categories for packaging. Motor oil & antifreeze will be staged for bulking. Most other items including paints, poisons, corrosives, flammable liquids, flammable solids, and non-RCRA materials will be packaged utilizing CLEAN HARBORS's bulk stream (loosepack) profiles. Some items including mercury, cyanides, organic oxidizers, peroxides and reactive material will be lab packed.

3.8.1 Bulk Stream Profiles (Loosepacks)

CLEAN HARBORS has established bulk stream profiles for packaging incinerable HHW materials for shipment to the TSDF. These bulk stream profiles classify materials according to DOT and EPA hazard characteristics for easy segregation. The TSDF profiles are renewed annually with sample evaluation.

For most collected household materials, this bulk stream packaging is utilized in place of lab packing. This allows immediate packaging upon segregation as no material inventory is required. The quantity limits of this method are governed by drum performance as dictated by DOT. Therefore, greater volumes of material may be packaged per drum in a simpler fashion.

3.8.2 Lab Packing

Material that does not conform to the bulk stream profiles will be lab packed following guidelines approved by the DOT and EPA as well as the specific disposal requirements of the chosen TSDF facilities.

This material generally is less than 1% of the drummed waste for incineration. A material drum inventory sheet will be generated for each lab packed drum which includes columns for reporting lab pack drum contents. Subsequent to filling each drum, the drum will be closed, labeled and staged for transportation.

3.9 Material Bulking Procedures

CLEAN HARBORS recognizes that bulk packaging of materials is the most space and cost efficient packaging possible. Therefore CLEAN HARBORS bulks as much material as possible on site in order to cut down on the number of drums produced, reducing both transportation and disposal costs.

It is anticipated that the following wastes would be bulked at the HHW site:

- ➢ Antifreeze
- ➢ Motor Oil

All bulking operations will occur in an area located away from the HHW receiving area and have no public access. The following minimum PPE must be worn for all bulking operations:

- ✓ Tyvek
- ✓ Eye protection with side shields
- ✓ Respirator GME/GMC P100 (for bulking flammables)
- ✓ Chemical Resistant Safety Toe Boots
- ✓ Gloves (inner and outer chemical resistant)

- ✓ Apron with sleeves (splash protection)
- ✓ Face Shield with safety glasses with side shields or chemical splash goggles

Only antifreeze and motor oil will be bulked during collection event receiving hours. Antifreeze containers will be emptied into 55-gallon drums until no further pourable liquid remains. Motor oil will be bulked into totes, which will be tested for chlorination prior to shipping out for recycling. As these waste streams are recyclable, it is vital that they contain low levels of contaminates.

In addition to normal HHW safety precautions, the following precautions must be taken when bulking motor oil & antifreeze:

- A full-face shield must be worn at all times.
- A fire extinguisher must be readily available.

3.10 Closing Down After Collection/Packaging

Following collection of waste from the public the following procedures will be followed for daily facility closure:

1. All collected wastes will be sorted into the appropriate hazard category and transferred to the appropriate packaging area.
2. All sorted wastes will be packaged in drums and containers or placed into a storage locker for subsequent packaging.
3. All reusable materials will be dated and placed in the re-use storage lockers.
4. All drums and containers will be checked for appropriate labels, full drums will be assigned drum numbers, and all containers will be closed.
5. Contaminated PPE will be removed and placed into the waste PPE drums.
6. Onsite supplies and equipment will be inventoried for re-order if necessary.
7. The facility will be swept and cleaned as necessary, all signage will be put inside for the night.
8. The daily inspection checklist will be completed and all doors locked prior to closure for the night.

3.11 Specialized Procedures

3.11.1 Open Or Leaking Containers

If while inspecting vehicles prior to unloading, the traffic director or unloader discovers leaking containers, the following procedures will be followed:

1. Immediately notify the customer that a container has leaked in their car.

2. If the car is not in the unloading area, and the spill is contained to their vehicle, the vehicle will be directed to the unloading area. If the spill is not contained to the vehicle it will be stopped in place and the facility personnel will perform the cleanup at the location of the car.
3. Facility personnel will place the leaking container inside another container or into a plastic bag, identifying its contents.
4. Absorbent pads will be utilized to clean the participants' vehicle. Contaminated absorbent pads will be placed in the plastic bag with the leaking container.
5. The leaking container and contaminated clean up material will be packaged in the appropriate container.
6. Any spills to the ground will be cleaned up with oilsorb
7. The contaminated oilsorb will be packaged in the appropriate containers

3.11.2 Identifying Unknown Waste

CLEAN HARBORS attempts to identify all waste material on-site, and discourages unnecessary analysis and testing. The lead technician reviews all unknowns received to ensure that visual Unknown Testing methods may be implemented and to minimize further unnecessary handling. Once additional identification methods have been determined to be required, CLEAN HARBORS utilizes streamlined and scaled-down approaches to rapidly identify chemical characteristics to meet the profiling needs of the treatment facility.

Standard tests such as pH and oxidizer testing may be performed to identify the waste. Should additional testing be required to identify waste, CLEAN HARBORS will dispatch a High-Hazard trained chemist to further identify the waste using additional testing procedures such as those listed below.

The standard procedure for screening unknown materials of less than five gallons follows the accepted protocol:

a. **Label as "UNKNOWN".** Waste containers will be classified as "unknown" whenever there is a reasonable doubt regarding the contents due to illegible, missing or apparently incorrect labels. The procedure is to fingerprint these small quantities and determine their characteristics so that a hazard class and shipping description may be designated. The results of the fingerprinting tests are recorded on a HazCat Profile Sheet.

b. **Initial Observations.** The first step in screening material is to observe distinguishing properties such as physical state, color and other characteristics.

c. **Crystals.** If crystals are observed in or around the lid of any unidentified material, then a peroxide screen will be performed. If the material tests positive for peroxide, this container will <u>not</u> be opened to prevent imminent danger and subsequently be stabilized and carefully lab packed. If the material tests negative, then the HazCat process will continue.

d. **Fingerprinting Testing.** Once a container has been opened a small representative sample is extracted and the testing procedure shown below shall be performed.

e. **Recording of Data.** The recording of data on the HazCat Profile will be done concurrently with the actual testing. Unknown wastes will be labeled or marked with a number and this number will be used to identify that waste with its test results. A copy of the HazCat Profile will accompany the drum inventory to the disposal facility. All waste products produced from the testing procedures will be consolidated into a drum for proper disposal. A list of the tests that may be performed is below.

Test 1 - Flammability (40 CFR 261.21)

Test 2 - Water Reactivity (40 CFR 261.23 {2} {3} {4})

Test 3 - Corrosivity (40 CFR 261.22 {1})

Test 4 - Peroxide Formation

Test 5 - Oxidizer Screen

Test 6 - Cyanide Screen

Test 7 - Sulfide Screens

Test 8 - Acid Reactivity

3.11.3 Abandoned Waste

Signs are posted at the facility that states that it is illegal to dump waste at this location. Additionally, video surveillance cameras monitor the unloading area and driveway leading up to it. However, in the instance that wastes are abandoned the following procedures will be followed:

1. The waste will be inspected to determine the hazard.
2. If an immediate health hazard is found, County Environmental Health officials will be notified.
3. If no immediate health hazard is discovered, facility personnel will move the abandoned waste to the collection facility utilizing appropriate personal protective equipment.
4. The waste will then be segregated and packaged into the appropriate containers
5. If the waste appears to be business generated waste, attempts will be made to find the generator using the video surveillance films. If found, the generator will be asked to pay for the disposal of the waste and will be reported to the County Environmental Health Department.

3.12 CESQG Service Procedures

CLEAN HARBORS has experience and is qualified to manage waste generated from Conditionally Exempt Small Quantity Generators (CESQG's). The collection of waste generated by CESQG's is covered under the Permit by Rule. The only requirement for the PBR associated with the acceptance of CESQG waste is that the material will either be collected in a separate area or a separate time from the HHW. This service will be provided by appointment only and will be scheduled at hours differing from those of the HHW collection.

CLEAN HARBORS will accept CESQG customers by appointment only. This enables CLEAN HARBORS to properly screen participants for eligibility. Follow-up coordination will be performed by post card announcement to the respective business indicating their scheduled time, map to the site, and additional logistics. This approach will ensure a smooth performance and professionally run event.

The following is the procedure to be followed in handling CESQG customers.

1. A local phone number will be provided to the City for use in advertising the CESQG collection program. Potential customers will be screened over the phone for eligibility in the CESQG collection program.
2. Once determined to be eligible, the business will be asked to fax their list of chemicals along with a copy of their business license to CLEAN HARBORS for pricing. CLEAN HARBORS personnel will review the list and provide pricing to the business.
3. If the business decides to participate, an appointment will be made over the phone.
4. A postcard will be mailed to the business indicating their appointment time and site location as well as instructions for safe packaging of waste for transport to the collection event.
5. Upon arrival at the site, CESQG customers waste will be screened for conformance with the pre-registered list. All waste will be unloaded and the CESQG waiver and registration completed. Customers will be allowed to pay by cash or check. Customers will receive a copy of their receipt.

Material brought to the sight will be charged to the generator at the per pound/gallon rate as indicated on the disposal rate sheet which is all inclusive for collection, packaging, transportation and disposal. CESQG customers will be entered into CLEAN HARBORS's database to track waste volumes and appointments.

3.13 Facility Inspections

Facility personnel will carry out facility inspections utilizing the following schedule:

3.13.1 Weekly Inspections:

Facility personnel will conduct weekly inspections and before each HHW event. Weekly inspections include general site housekeeping functions, checking for leaking containers and ensuring the proper operation of all safety equipment including the eyewash/shower. Drums will be inspected for proper labeling and segregation of incompatible materials. These inspections will also include inspecting facility records, condition of berms and storage units, condition of all permanent equipment including eyewash/shower, drum handling equipment, fire extinguishers and signs, condition of concrete and overall condition of the building. Any problems found during these inspections will be noted and corrective action will be taken within 30 days. In addition, a supply inventory will be conducted at the end of each week to ensure that appropriate supplies are available for the next collection event. A weekly inspection log-in sheet will be maintained throughout each week to record and ensure each inspection and any concerns that may arise.

3.13.2 Monthly Inspections:

The Project Manager or Project Supervisor will conduct monthly inspections of the HHW collection facility following the DTSC checklist guidelines. These guidelines comply with Title 22, California Code of Regulations, Section 67450.25.

4 REUSE STATION MANAGEMENT

4.1 Purpose

The purpose of these work instructions are to specifically describe all the steps required to safely and properly manage and operate the Reuse Station during the household hazardous waste collection events.

4.2 Scope

These work instructions describe the required initiative, knowledge, and documentation systems used to manage and operate the reuse station from the identification of reusable products from incoming participants at household hazardous waste collection events to the distribution of the reusable products to the public at the Reuse Station.

4.3 Responsibility

The Program Manager is responsible for ensuring that these work instructions are followed for operating and managing the Reuse Station at the HHW event.

The Project Supervisor is responsible to maintain these work instructions for the Reuse Station during the HHW event and review these work instructions with all employees that are specifically handling the reusable products or manning the Reuse Station.

The Site Chemist and the Project Supervisor are responsible for ensuring that all products accepted for the Reuse Station pass the Quality Assurance Plan (see below).

4.4 Quality Assurance Plan

In order for products to be eligible for the waste exchange, they must meet the following criteria:

- ✓ The product must be in the original container and appear to be uncontaminated
- ✓ The product must be used for its intended use (consistent with label instructions & limitations)
- ✓ The product must be used by the person removing it from the waste exchange
- ✓ The participant must sign a waiver statement acknowledging that the material may have been used and carries no guarantee before taking any of the reusable products.
- ✓ The product is not to be sold
- ✓ The product has not expired
- ✓ The product is currently available over-the-counter
- ✓ The product is not on the attached banned or restricted pesticide list and is not a pesticide recommended for use on food crops
- ✓ The container is at least half full
- ✓ The label is intact and readable
- ✓ The container is not compromised and is relatively clean (not rusted or cracked)

- ✓ The container must not be leaking

All containers that pass this visual inspection will be set aside for the Site Chemist to test and inspect. Additionally, the Site Chemist will open and inspect the contents of the following products and containers:

- ➢ Oil
- ➢ Antifreeze
- ➢ Bleach
- ➢ 5-gallon containers
- ➢ Containers with spray pump tops
- ➢ Large containers with wide mouths

The following household products may be considered for reuse (once they have been inspected and tested in compliance with the quality assurance plan by the Site Chemist):

- ✓ Pool chemicals
- ✓ Household cleaners and polishes
- ✓ Fertilizers (chemical or organic)
- ✓ Pet supplies
- ✓ Paint related products (no lead base)
- ✓ Automotive products (no batteries)
- ✓ Registered pesticides (consumer use only)
- ✓ Fuels for camping, BBQ, etc.

Under no circumstances may any of the following be removed for reuse:

- ⊗ Unknown materials
- ⊗ Banned or restricted pesticides (see attached form)
- ⊗ Lead based paints
- ⊗ Chemicals for experimental purposes
- ⊗ Root killers that contain copper
- ⊗ Personal care products (hair spray, makeup, medications, shampoos, etc.)
- ⊗ Pesticides that have labels recommending use on food crops
- ⊗ Any product containing PCB's
- ⊗ Asbestos
- ⊗ Dioxins
- ⊗ Extremely toxic products
- ⊗ Automotive batteries
- ⊗ Explosives

- ⊗ Pharmaceuticals
- ⊗ Chlorinated solvent bearing drain openers and engine treatments
- ⊗ Products containing bioaccumulative substances listed in Title 22, section 66261.113, as follows:

*Aldrin	*Heptachlor
*Arsenic and/or arsenic compounds	*Ketone
*Beryllium	*Lead compounds, organic
*Cadmium and/or cadmium compounds	*Lindane
*Chlordane	*Mercury/Mercury compounds
*2,4-Dichlorophenoxyacetic acid	*Mirex
*Dieldrin	*PCB’s
*Dioxin (2,3,7,8-TCDD)	*Toxaphene
*Endrin	*Selenium/Thallium compounds
*Heptachlor	*2,4,5-Trichlorophenozypropionic acid

4.5 Reuse Station Procedures

Before the event is opened to the public, the Site Chemist and the Project Supervisor will set-up the Reuse Station toward the entrance of the event next to the area where the surveyor greets each participant. The station will consist of a table so that the reusable products will be off the ground, 8 mil plastic duct taped underneath the table along with oil sorb and spill pads in case of spills, caution tape around the perimeter of the table, a Reuse Station sign identifiable to the public, traffic cones around the perimeter, and a clipboard and pen stocked with reuse waivers for the public to sign.

All reusable products that were not taken by the public at the last event will be segregated by hazard class and stored in CLEAN HARBORS’s permanent storage facility storage cabinets until the next event. The Project Manager and Site Chemist will load these products onto a cart and carry them out to the Reuse Station.

The reusable products will be segregated on the table by the type of each product (e.g., automotive products, cleaning products, paints, etc.).

The designated traffic surveyor will also man the Reuse Station. The Reuse Station will be located immediately next to the traffic surveyor’s station, therefore, the station will be manned at all times. The traffic surveyor will be able to inform participants of the Reuse Station and will further instruct them how to go about obtaining the reusable products once they drop off their household hazardous waste and exit the hot zone.

The traffic surveyor will instruct all interested participants that once they exit the event, they may park their vehicles outside of the event entrance (on Verdulera St.) and walk to the station.

Once the participant has chosen some of the reusable products to take home, the surveyor will instruct the participant that they need to fill out the necessary reuse waiver before they can take the products.

The surveyor will make sure that no more than 15 gallons or 125 pounds of reuse material will be provided to any person or any business per event. Also, the total amount received, liquid or non-liquid, shall not exceed a combined weight of 125 pounds per event.

Throughout the event, the Site Chemist will monitor all loads coming into the hot zone for reusable products (in compliance with the quality assurance plan of reusable products) to be used at the Reuse Station. The Site Chemist will have a designated cart in the hot zone to load all products deemed to be reusable so that the Site Chemist can cart these products to the Reuse Station intermittently throughout the duration of the event.

Once the event is completed, the Site Chemist and the Project Manager will collect all the reusable products left over at the Reuse Station and will segregate each product compliant with each respective hazard class and store accordingly in the storage cabinets. All signed reuse waivers will be collected, one copy will accompany the Doc Pack for each event and another copy will be used for a Reuse report that will be submitted to the City at the end of each month.

4.6 Safety/Compliance

All reusable products will meet all standards outlined in the reuse quality assurance plan. To ensure this, a copy of the assurance plan will be kept at the Reuse Station with the traffic surveyor and a copy will be kept with the Site Chemist in the hot zone. Additionally, a list of all banned products specifically outlined will be posted in the hot zone and a copy kept at the Reuse Station.

Participation at the Reuse Station will only be allowed to those participants who have already exited the hot zone and the event area. The participants are to park their vehicles on the outside street (Verdulera) and walk to the Reuse Station. This is the only time the participants are allowed to be physically outside their vehicles and in the event area. The traffic surveyor will monitor the Reuse Station area and will make sure that safety is maintained throughout the entire area (spills are addressed immediately, participants are not interfering with traffic and a safe buffer zone between the incoming vehicles and the participants is maintained).

This Reuse Program complies with all State and federal law, including all laws and regulations relating to the handling and disposal of hazardous waste.

5 WASTE DISPOSAL PLAN

5.1 Staging and Loading

All full containers of waste will be staged for shipment to designated disposal facilities. Each container will be properly labeled and marked to comply with all state, and federal regulations. Containers will be staged according to designated disposal facilities and waste type. A master drum list and shipping document will be prepared for all containers.

Transportation vehicles will be loaded according to scheduled deliveries such that containers for the first delivery will be loaded last. Exceptions will be made for incompatible materials that must be transported alone or segregated due to unique hazard. Examples would be cyanides and acids, poison inhalation hazards and dangerous when wet materials.

As containers are loaded onto transportation vehicles the master drum list will be used for verification and accountability of each container's identification, size, type, and weight or volume. The master drum list will then be used to create or verify the shipping documents.

5.2 Transportation of Waste

5.2.1 Identification of Transporters

CLEAN HARBORS may use any or all of the following hazardous waste haulers for waste collected at the PHHWCF, all of whom are properly licensed and certified.

CLEAN HARBORS 880 West Verdulera Street Camarillo, CA 93010	EPA # CAD039322250 (805) 914-1472 Jen McLaughlin	Hauler 2648

5.2.2 Placarding and Staging of Trucks

Immediately following the loading of a vehicle with containers, the shipping documents will be reviewed to assure correct placarding of hazards on all four sides of the vehicle. Placarding of vehicles will be in compliance with 49CFR 172.102 Subpart F.

Prior to delivery to a designated disposal facility, transportation vehicles may remain staged at the CLEAN HARBORS yard for up to ten (10) days. All transportation vehicles that have been loaded with containers of waste and staged will have copies of all shipping documents in a watertight document holder mounted on the front of the vehicle. These shipping documents will represent the contents of that vehicle.

5.3 Disposal of Waste

5.3.1 Disposal Facilities for Routine Waste

CLEAN HARBORS may use any or all of the following permitted waste management facilities for the disposal or recycling of waste collected at the Facility.

Name/Address	EPA I.D. Number	Phone No.	Services Provided
AAA Propane 621 Maulhardt Avenue Oxnard, CA 93030	No EPA ID Required	(805) 988-9688	Reuse of Propane Gas
Amazon Environmental 779 Palmyrita Ave, Riverside, CA 92507	CAL000262917	(951) 300-1900	Recycle of Water Based Latex Paint

Name/Address	EPA I.D. Number	Phone No.	Services Provided
Battery Solutions, Inc. 2618 North Ogden, Ste 105 Mesa, AZ 85215	AZR000504902	(800) 852-8127	Recycling of Household Batteries
Bethlehem Apparatus 935 Bethlehem Drive Bethlehem, PA 18017	PA0000453084	610.838.7034	Mercury Retirement
Clean Harbors Wilmington 1737 East Denni Street Wilmington, CA 90744	CAD044429835	(310) 835-9998	Storage/Transfer Station Fuel Blending, Treatment
Clean Harbors Aragonite 11600 North Aptus Aragonite, UT 84029	UTD981552177	(435) 884-8174	Incineration of Drummed Waste
Clean Harbors Buttonwillow 2500 West Lokern Road Buttonwillow, CA 93206	CAD980675276	(661) 762-6200	Landfill of Asbestos
Clean Harbors LaPorte 500 Battleground Road La Porte, TX 77571	TXD982290140	(281) 476-0645	Treatment of Cylinders
Clean Harbors Chicago 11800 S Stony Island Ave Chicago, IL 60617	ILD000608471	(773) 646-6202	Recycling of PCB Light Ballasts and Fluorescent Tubes
Clean Harbors El Dorado 309 American Circle El Dorado, AR 71730	ARD069748192	(870) 864-3796	Incineration of Drummed Waste
Cylinder Depot, Inc. 2606 Commercial Rd Centralia, WA 98531	No EPA ID Required	714.744.1036	Propane cylinder recycling
DeMenno Kerdoon 2000 N. Alameda Street Compton, CA 90222	CAT080013352	(310) 537-7100	Recycling of Oil and Antifreeze
Electronics Recyclers 2860 S. East Ave Fresno, CA 93725	CAD000293898	(559) 442-3960	Recycling of CRTs and CEDs
Filter Recycling Service, Inc 180 West Monte Ave Rialto, CA 92376	CAD982444481	(800) 698-4377	Oil Filter Recycling
Industrial Container 1051 Union Street Montebello, CA 90640	No EPA ID Required	(323) 724-8507	Recycle of Empty Drums
Interstate Battery 321 State Street Fairfield, CA 94533	No EPA ID Required	(707) 422-9427	Auto Battery Recycling

Name/Address	EPA I.D. Number	Phone No.	Services Provided
Kinsbursky Brothers, Inc. 1314 North Lemon Street Anaheim, CA 92801	CAD088504881	(714) 738-8516	Recycling of Household Batteries
Lighting Resources LLC 805 E Francis Street Ontario, CA 91761	No EPA ID Required	(909) 923-7252	Lamp recycling
Mercury Waste Solutions 21211 Durand Avenue Union Grove, WI 53182	WIR000000356	(262) 878-2599	Mercury Recovery/ Recycling
Retriev Technologies 8090 Lancaster Newark Rd Baltimore, OH 43105	OHR000038513	(877) 461-2345	Recycling of Household Batteries

Clean Harbors reserves the right to modify the above proposed TSDFs.

5.4 Record Keeping and Reports

All manifests will be copied and filed by the customer and kept for a minimum of three (3) years. All copies of manifests will be forwarded to DTSC within 30 days. Following each completed disposal project, a package of disposal documents along with a summary report will be prepared and sent to the customer. This summary details the disposal technologies utilized for their containers of waste.

6 TRAINING REQUIREMENTS

All CLEAN HARBORS PHHWCF personnel undergo a rigorous training curriculum centered on safely performing all tasks involved in carrying out the responsibilities of their positions. It is the responsibility of the PROJECT MANAGER to ensure that all on-site personnel are properly trained. The objective of the training is to ensure that:

- The staff member is aware of the potential hazards they may encounter;
- The staff member possesses the knowledge and skills necessary to perform the duties safely with minimal risks and in compliance with regulatory requirements;
- The staff member is aware of the purpose and limitation of safety equipment and how to use it effectively;
- A work environment is maintained whereby staff members can safely avoid or escape an emergency situation.

6.1.1 Introductory Training Program

Each PHHWCF staff member attends a framework 40-hour training course (with 8-hour annual refresher) in Hazardous Waste Operations and Emergency Response as prescribed by the Occupational Health and Safety Administration in 29 CFR 1910.120. In addition, the following courses are included:

- Injury and Illness Prevention Program Training in accordance with SB 198 and General Industry Safety Order 3203
- Hazardous Communications Training in accordance with 29 CFR 1910.1200 and CAL/OSHA Title 8, Article 110, Sections 5194 and 5195
- Job specific training specified by the General Industry Safety Orders per CAL/OSHA Title 8
- Procedures for the proper handling and Transportation of Hazardous Material Training in accordance with DOT HM 181
- First Aid and CPR by the American Red Cross/American Heart Association

Specific topics, methodologies and procedures covered by the training include:

- Segregation procedures for classifying hazardous wastes
- Containerization methodologies for disposal options
  - Recycling
  - Incineration
  - Treatment
  - Landfill
- Sampling protocols
- Materials requiring special packaging and handling
- Drum inventory documentation and evaluation
- Preparation of manifests and other shipping documentation
- Labeling and coding of containers
- Unacceptable materials
- Facility acceptance criteria
- Facility scheduling
- Spill response protocols
- Contingency plans and implementation

6.1.2 Continuing Training Program

All PHHWCF staff are required to attend a specific operations briefing and health and safety meeting each morning before any hazardous waste is collected in accordance with CLEAN HARBORS's Health and Safety Program. Job specific training is conducted in accordance with General Industry Safety Orders of CAL/OSHA Title 8, including:

- Hazardous Material Transportation in 49 CFR Title 13 and DOT HM 181

- Forklift training
- Lab Pack Training
- Support Equipment and Instrumentation Operations

CLEAN HARBORS provides all HHWF staff with training specific to the issues that are faced due to the unique nature of a HHW program. This training is provided at regular monthly staff meetings and includes the following topics:

- Disposal alternatives for unacceptable materials
- Identifying unknowns
- Identifying commercial wastes
- Identifying explosives, radioactive wastes and other hazards
- Spill cleanup
- Heat stress
- Cold Stress
- Acceptable reuse items
- Waste management methods
- Permit by rule regulations
- Household hazardous waste characteristics and hazards
- Professional/courteous behavior
- Dealing with the press
- Common customer questions

Additional topics for continued training will include any regulatory changes, emergency action plan updates, new technologies and new procedures that would affect staff members assigned to the operation of the PHHWCF.

6.1.3 Training Records

For each individual that works at the PHHWCF, training records will be kept that include the following items:

- Name of Employee
- Job Title
- Job description
- Copies of training certifications

Award Agreement No. A-8228 with Clean Harbors

Public Works and Transportation Committee
June 23, 2020

Todd Vasquez-Housley
Environmental Resources Division Manager

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute three-party Agreement A-8228 with the City of Port Hueneme and Clean Harbors Environmental, Inc. (Clean Harbors) for a total amount not to exceed $225,000 and a term date of June 30, 2023 for Conditionally Exempt Small Quantity Generator waste and residential household hazardous waste collection and disposal service.

BACKGROUND

- Del Norte Regional Recycling and Transfer Station (Del Norte) permits do not allow for collection of conditionally exempt small quantity generator waste (CESQG) or residential household hazardous waste (HHW) including:
  - Sharps
  - Pesticides
  - Solvents
  - Surfactants
  - Acids
- The City needs to contract with a third party for this collection

BACKGROUND

- June 5, 1997: City of Oxnard entered into Solid Waste Handling Service Agreement No 308-97-PW with City of Port Hueneme (Port Hueneme)
- April 24, 2020: Bid Number ER20-91 was issued in collaboration with the Port Hueneme for CESQG waste and HHW collection and disposal services for Del Norte
- Information regarding the solicitation was posted on the City's website and publicpurchase.com

BACKGROUND

- 41 vendors received and accessed the City's bid solicitation
- City received one (1) qualified bid response prior to the deadline of February 20, 2019 from vendor Clean Harbors
- Communication from some non-bidders stated they do not have a local facility and therefore declined to submit a bid

DISCUSSION

- Staff reviewed Clean Harbors' bid response, bid submission is responsive based on price, qualification, and experience
- Staff proposes Agreement A-8228 be awarded to Clean Harbors
- Clean Harbors is a licensed hazardous waste disposal facility located in Camarillo
- Nearest similar facilities are located in Azusa and El Monte

DISCUSSION

- As part of Agreement, Clean Harbors will:
  - Host monthly CESQG waste and HHW drop-off events at the Clean Harbors facility in Camarillo
  - Schedule curbside pickups at residential and CESQG addresses
  - Host satellite hazardous waste collection events throughout City
- This free of charge service:
  - Benefits residents and the small business community
  - Promotes the proper disposal of hazardous waste

FINANCIAL IMPACT

- Value of Agreement is $225,000 and the term is June 30, 2023
- Funding has been budgeted in the Environmental Resources Fund (631) in account 631-6301-842.82-09 for Fiscal Year 2020-21 for $75,000
- Funds will be included in the Environmental Resources Fund (631) Budget in subsequent Fiscal Years
- Port Hueneme to be billed separately by Clean Harbors
- Participants from Port Hueneme will not impact City

QUESTIONS?