

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

764



FROM: Waste Management Department

SUBMITTAL DATE:
December 3, 2103

SUBJECT: Professional Service Agreement for Household Hazardous Waste (HHW) Collection and Disposal Services for Countywide HHW Collection Program [\$1,074,720.41 – Waste Management Department Enterprise Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board of Supervisors to execute the attached Professional Service Agreement with Clean Harbors Environmental Services, Inc.; and
2. Approve the annual amount of \$1,074,720.41, unless otherwise approved by the Board through the Waste Management Department's annual budget process, to be paid for all HHW collection and disposal services provided by Clean Harbors Environmental Services, Inc.; and
3. Authorize the Purchasing Agent to: a) execute ministerial amendments on behalf of the County; b) exercise the option to renew the agreements annually for up to four (4) additional one-year periods; and c) approve annual increases to the contractor's fee schedule, attached to agreement as Exhibit B, not to exceed the Consumer Price Index (CPI). (continued)

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KPNIS DATE: 12/3/13
Departmental Concurrence

Hans Kernkamp
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 537,360.18	\$ 537,360.18	\$ 1,074,720.41	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Waste Management Department Enterprise Fund
Budget Adjustment: No
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:
APPROVE
BY:
County Executive Office Signature
Steven C. Horn, MPA

Purchasing:
Mark Seiler, Assistant Director

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Benoit and Ashley
Nays: None
Absent: Tavaglione and Stone
Date: December 17, 2013
xc: Waste, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 12.1 (9/16/08) | District: All | Agenda Number:

12-10

- A-30
- Positions Added
- 4/5 Vote
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Professional Service Agreements for Household Hazardous Waste (HHW) Collection and Disposal Services for Countywide HHW Collection Program [\$1,074,720.41 – Waste Management Department Enterprise Funds]

DATE: December 3, 2013

PAGE: Page 2 of 2

BACKGROUND:

Summary

The Household Hazardous Waste (HHW) Collection Program began in 1988. First operated by the Environmental Health Agency's Hazardous Material Division, the program was transferred to the Waste Management Department (Department) on July 1, 2006.

In Fiscal year 2012/2013, 19,300 households were served and 1.26 million pounds of HHW was collected. The Department is recommending that the County award Clean Harbors Environmental Services (CHES), Inc. the County's HHW program. CHES has satisfactorily performed these services for Riverside County for the last decade.

Impact on Citizens and Businesses

The Household Hazardous Waste Collection Program provides free HHW collection to Riverside County residents. The collection of HHW provides a needed service for County residents and helps protect the public health and environment by ensuring proper management of this hazardous waste stream.

SUPPLEMENTAL:

Additional Fiscal Information

Contractor services provide supplies, staffing, collection and management of HHW collected at four permanent and 17 temporary HHW collection sites. For FY 2012/2013, contractor costs were \$1.1 million. Under the contract renewal option, the total potential award is \$5,373,602.05, plus annual CPI increases.

Contract History and Price Reasonableness

In August 2013, County Purchasing released Request for Proposal (RFP) WMARC-226, soliciting proposals for HHW Collection and Disposal Services on behalf of the Department. RFPs were sent to potential bidders, advertised on the County Purchasing website and the e-Procurement service was used to attract bids. A total of three (3) contractors submitted proposals. A comprehensive analysis was performed by County Purchasing and the Department.

Of the three proposals received, PSC Environmental Services and Clean Harbors Environmental Services both showed experience and infrastructure capable of performing all requirements for the County's HHW Program. As the most responsive, responsible proposals with the lowest cost, County Purchasing requested best and final offers from these two bidders.

Each qualified proposer was evaluated based on criteria set forth in the RFP (overall response to the RFP, experience and ability, overall cost, references, and licenses and certifications). Each bidder's proposed cost for services were applied to actual program activity for FY12/13 to determine best pricing, the results of which are shown below:

CHES	PSC	ACT
\$ 1,074,720.41	\$ 1,218,151.00	\$ 1,453,663.00

Based on the analysis of the proposals submitted, it is the desire of Purchasing and the Department to select the lowest responsive/responsible vendor: Clean Harbors Environmental Services, Inc.

PERSONAL SERVICE AGREEMENT

for

HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

between

COUNTY OF RIVERSIDE

and

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.



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This Agreement, made and entered into this 10th day of December, 2013, by and between Clean Harbors Environmental Services, Inc. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through December 10, 2014, with the option to renew for four (4) additional years, each year shall be renewable in one year increments by written amendment, unless terminated earlier, with a projected completion date of December 9, 2018. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$1,074,720.41 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically

stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. Contractor shall not, however, be obligated to accept any waste for transportation or disposal after the Contract Limit has been reached.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. Annual increases shall not exceed the percent change in the Consumer Price Index (CPI) during the year which shall immediately precede the adjustment. Computation of the change in the CPI will be made according to the following methodology: Said computation shall be equal to the change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles/Anaheim/Riverside Metropolitan Area, (1982-84 = 100), as published by the United States Department of Labor, Bureau of Labor Statistics. Said change shall be measured for the twelve (12) month period January through December. The first increase may be effective July 1, 2015, based upon changes in the Consumer Price Index formula for the period January, 2014 through December, 2014 and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY WASTE MANAGEMENT

Attn: Accounts Payable
14310 Frederick Street
Moreno Valley, CA 92553

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number **WMARC-92645-002-12/14**; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

- b) Invoices shall be rendered monthly in arrears.
- c) Invoices should be sent electronically to: WasteAccountsPayable@co.riverside.ca.us

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Waste Management Department
14310 Frederick Street
Moreno Valley, CA 92553

CONTRACTOR

Clean Harbors Environmental Services, Inc.
1715 E. Denni Street
Wilmington, CA 90744

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such

insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS). Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or

reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of

this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

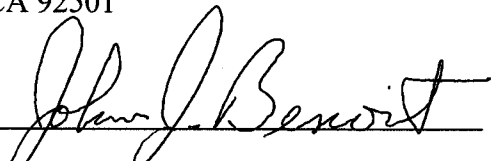
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

Signature: 

Print Name: JOHN J. BENOIT

Title: Chairman of the Board

Dated: DEC 17 2013

CONTRACTOR:

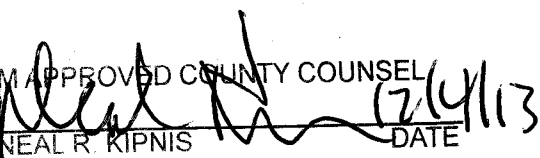
Clean Harbors Environmental Services, Inc.
1715 E. Denni Street
Wilmington, CA 90744

Signature: 

Print Name: WILLIAM B. HALLAM

Title: SRVP TECHNICAL SERVICES

Dated: 12/2/13

FORM APPROVED COUNTY COUNSEL
BY:  DATE 12/4/13
NEAL R. KIPNIS

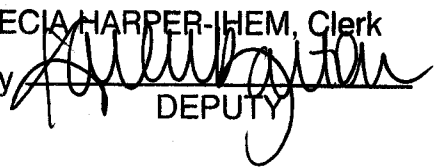
ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

EXHIBIT A SCOPE OF SERVICE

A1 General Information:

The County of Riverside Waste Management Department (RCWMD/Department) has established this agreement with Clean Harbors Environmental Services, Inc. to efficiently and effectively receive, identify, package, transport, document and properly recycle or dispose of Household Hazardous Waste (HHW) received at the Department Temporary Household Hazardous Waste Collection Facility (THHWCF) events and Permanent Household Hazardous Waste Collection Facilities (PHHWCF) sites and provide support services for the Antifreeze, Battery, Oil and Paint (ABOP) collection site located within the County of Riverside. The Contractor must provide services in accordance with the required format, specifications, terms and provisions described in RFP #WMARC-226.

The Department is committed to waste management according to the hierarchy established in the California Integrated Waste Management Act that promotes source reduction, reuse and recycling, then environmentally sound incineration, treatment, and as a last resort, land-filling. The immediate goal is to provide convenient, regular HHW collection service while using the opportunity of servicing the County's residents to provide education on source reduction, recycling and reuse opportunities.

A2 THHWCF:

A THHWCF event may be operated for a one to two day period (Friday and Saturday, consecutively). Multiple collection events may be operated on the same day. For these events Contractor is to provide staff and equipment to set up and operate the event. Contractor will be responsible for unloading, testing, sorting and packaging the HHW for transportation off site in accordance with applicable law. The Department staff will screen the HHW for acceptance from County residents at each event location to insure no unauthorized materials are accepted.

a. Each THHWCF is operated under a Permit-By-Rule (PBR) authorization received from the Riverside County Certified Unified Program Agency, known as the CUPA and per the California Health and Safety Code (H&SC) and California Code of Regulations (CCR) Title 22 requirements pertaining to HHW collection and hazardous waste management. Department will obtain all PBR authorizations and obtain approval to use all County-owned and non-County-owned sites.

b. For THHWCF events the Contractor will provide and maintain all necessary equipment, supplies and services to operate a safe and organized THHWCF event including but not limited to:

- i. Required warning signs and traffic signs
- ii. Scales
- iii. Spill Kit
- iv. Hazardous waste containers, waste packaging materials, labels and shipping documents
- v. Temporary emergency eye wash, showers and decontamination equipment
- vi. Tables, tents, shade covers, chairs, plastic sheeting, carts
- vii. Certified fire extinguishers
- viii. Traffic control devices, barricades and delineators
- ix. Refuse bins and disposal services
- x. Portable toilet and hand washing facilities
- xi. Material handling equipment (i.e. forklift, roll-off bins, etc.)
- xii. Personal Protective Equipment (PPE) for contract staff
- xiii. Any other equipment required by law or deemed suitable for the THHWCF activities.

- c. The Contractor has listed in the Payment Schedule (Exhibit B) the equipment and materials included in the fixed costs. If the Department identifies needed equipment and material not listed in the Payment Schedule and requests the Contractor to provide said equipment and materials, the Department will identify the item(s) and Contractor will provide them at no additional cost. The County reserves the right to accept or reject any and all requests for County-supplied items and assistance.
- d. At the end of the event the Contractor will transport all collected hazardous waste to facilities authorized to accept it in accordance with all applicable laws. Waste Handling is further discussed below.
- e. The Contractor shall provide at no additional cost to the County technical assistance to the Department staff, as required, in determining proper D.O.T shipping name, UN number, hazard category and packing group.
- f. The Department may choose to keep possession and manage any waste stream when the Department determines its management method is more cost effective for the Program. Materials currently being managed by the Department at THHWCF outside of the current HHW contract include Electronic Waste (including CRTs and Consumer Electronic Devices). In addition the Department will maintain the right to take advantage of cost saving activities associated with product reuse and exchange, product stewardship and extended producer responsibility programs as they become available. Contractor has included these items in their Payment Schedule as their bid may prove to be more cost effective..
- g. Non-residentially generated wastes will not be accepted at these temporary events.

A3 PHHWCF:

For PHHWCF, Contractor is to provide staff and supplies to set up and operate the facility. Contractor will be responsible for unloading, testing, sorting and packaging all HW for transportation off site in accordance with applicable law. The Department staff will screen the HHW for acceptance from County residents at each facility location to insure no unauthorized materials are accepted.

- a. Each PHHWCF is operated under a Permit-By-Rule (PBR) authorization received from CUPA and per the California H&SC CCR Title 22 requirements pertaining to HHW collection and hazardous waste management. Department will obtain all PBR authorizations and obtain approval to use all County-owned and non-County-owned facilities.
- b. For PHHWCF events the Contractor will provide and maintain the following necessary supplies and equipment including:
 - i. Simple hazardous waste identification and categorization equipment
 - ii. Hazardous waste containers, waste packaging materials, labels and shipping documents
 - iii. Floor covering (impermeable plastic sheeting/tarps), carts
 - iv. Portable toilet and hand washing facilities (only at Lake Elsinore facility)
 - v. Personal Protective Equipment (PPE) for contract staff
 - vi. Forklift (at Lake Elsinore only when needed)
 - vii. Hazard Categorization Kit

- c. For PHHWCF the Department will provide and maintain the following necessary supplies and services including:
 - i. Required warning signs and traffic signs
 - ii. Scales
 - iii. Spill Kits

- iv. Permanent plumbed emergency eye wash/showers and decontamination equipment
- v. Tables, shade covers, chairs and material handling equipment
- vi. Forklift and operator (at Palm Springs, Agua Mansa when needed)
- vii. Traffic control devices, barricades and delineators
- viii. Refuse bins and disposal services (Agua Mansa and Palm Springs sites)
- ix. Toilet and hand washing facilities (only at Palm Springs and Agua Mansa)
- x. Personal Protective Equipment (PPE) for Department staff.
- xi. Aboveground storage tanks (AGST)
- xii. Utilities
- xiii. Information brochures
- xiv. Certified fire extinguishers and services for fire suppression systems
- xv. Certifications for Hazardous Material Storage Modules and AGST.

d. The County reserves the right to accept or reject any and all requests for Department-supplied items or assistance not listed above. Waste Handling is further discussed below.

e. The Contractor shall provide at no additional cost to the County technical assistance to the Department staff, as required, in determining proper D.O.T shipping name, UN number, hazard category and packing group.

f. The Department may choose to keep possession and manage any waste stream when the Department determines its management method is more cost effective for the Program. Materials currently being managed by the Department at PHHWCF outside of the current HHW contract include Electronic Waste (including CRTs and Consumer Electronic Devices), sealed and automotive lead acid batteries, rechargeable batteries, 5 gallon propane tanks, compressed gas cylinders, oil filters, and fire extinguishers. In addition the Department will maintain the right to take advantage of cost saving activities associated with product reuse and exchange, product stewardship and extended producer responsibility programs as they become available. Contractor has included these items in their Payment Schedule as their bid may prove to be more cost effective.

g. In addition to residentially generated wastes, these facilities may accept conditionally exempt small quantity generator waste from small businesses in the future.

A3.1 Lake Elsinore PHHWCF

The City of Lake Elsinore is the owner and waste generator of the PHHWCF in Lake Elsinore. The city and the Department have joint responsibility for the operation of this site; however, the Contractor and the Department responsibilities for this site are the same as all other PHHWCF as listed above.

A3.2 ABOP

For the ABOP facility, the Contractor is to provide one or two technician staff members as needed to assist the Department staff in the operation of the facility. Contractor staff will assist in the unloading, sorting, bulking and packaging all ABOP waste for transportation off site in accordance with applicable law. Department staff will screen the HHW for acceptance from County residents at the facility to insure no unauthorized materials are accepted.

The ABOP site is operated pursuant to a Collection Facility Notification for 'Recycle Only' to CUPA and per the California H&SC CCR Title 22 requirements pertaining to HHW collection and hazardous waste management. The Department will maintain all notifications and authorizations for the facility.

- a. For the ABOP facility the Contractor will provide and maintain the following necessary supplies and equipment including:

- i. Hazardous waste containers, waste packaging material, labels and shipping documents
- ii. Forklift as needed

b. For the ABOP facility the Department will provide and maintain the following necessary supplies and services including:

- i. Floor covering (impermeable plastic sheeting/tarps)
- ii. Personal Protective Equipment (PPE) for contract staff.
- iii. Required warning signs and traffic signs
- iv. Scales
- v. Spill Kits
- vi. Permanent plumbed emergency eye wash/showers
- vii. Shade covers, chairs, office
- viii. Traffic control devices barricades and delineators
- ix. Refuse bins and disposal services
- x. Toilet and hand washing facilities
- xi. Aboveground storage tanks (AGST)
- xii. Utilities
- xiii. Information brochures
- xiv. Certified fire extinguishers
- xv. Hazard Categorization Kit

c. The Contractor shall provide at no additional cost to the County technical assistance to the Department staff, as required, in determining proper D.O.T shipping name, UN number, hazard category and packing group.

d. The Department may choose to keep possession and manage any waste stream when the Department determines its management method is more cost effective for Program. The Department currently manages sealed and automotive lead acid batteries, rechargeable batteries, and oil filters outside of the current HHW contract. In addition the Department will maintain the right to take advantage of cost saving activities associated with product reuse and exchange, product stewardship and extended producer responsibility programs as they become available. Contractor has included these items in their proposal as their bid may prove to be more cost effective.

e. Non-residentially generated wastes will not be accepted at this facility.

A4 Paint Care Program:

The Department authorizes the Contractor to establish all HHW program collection locations as part of the Architectural Paint Recovery Program codified by Public Resources Code 48700 and administered by Paint Care, Inc. The Contractor is further authorized to enter into an agreement with Paint Care for Program Products collected by the Department's HHW collection program. Program products are defined in http://www.paintcare.org/docs/ca_official_products_list.pdf.

a. Contractor shall maintain the agreement with Paint Care through the duration of the contract term with the Department. Contractor shall ensure all Paint Care program products as listed in http://www.paintcare.org/docs/ca_official_products_list.pdf are processed through the Paint Care program to ensure the greatest possible savings to the Department.

A5 Materials Reuse Program

The Department may develop a Materials Reuse Program (MRP) within the period of this contract. The Department may add these additional services as authorized by the Permit-by-Rule regulations or variance including, but not limited to the operation of such program. The MRP would comply with the regulatory requirements including a written Quality Assurance Plan, waiver of liability, and inventory form for materials reused. When the MRP is in place, contracted employees will be able to participate under the policies of the MRP. Until an MRP is implemented, the County will not authorize the removal of waste for personal use by Contract or County staff. Should the Department decide to implement the MRP in the future; the Department will provide a plan for the MRP outlining Contractor responsibility prior to implementation of the MRP and allow for an amendment to the agreement at that time if necessary.

A6 Conditionally Exempt Small Quantity Generators (CESQGs)

The Department may implement services for conditionally exempt small quantity generators (CESQGs) on a cost recovery basis. Department would collect CESQG waste on days that the PHHWCF is open to residents for HHW collection. Operating days may increase depending on the needs of the program. Should the Department decide to implement the CESQG program in the future, the Department will provide a plan for the CESQG program outlining Contractor responsibility prior to implementation of the CESQG program and allow for an amendment to the contract at that time if necessary.

A7 Landfill Load Check Operations

The Department currently operates a landfill load check inspection program at six active solid waste landfills located in Riverside County in which the hazardous waste disposal/recycling may be handled through this agreement. The purpose of the load check program is to prevent illegal disposal of hazardous waste into the County's landfill system. Prohibited wastes found in this program are typically returned to the responsible party (customer) at the time the load check is performed on their waste load. If no responsible party can be identified, the Department assumes responsibility for the proper handling of the waste. The staff assigned to the load check program ensures the waste is properly managed at the temporary storage facility at each landfill. Periodically, these wastes are transported to the Lamb Canyon Central Accumulation Facility (CAF) by the load check staff. Program staff packages the waste according to proper DOT shipping description and according to compatibility with other items in the container. The CAF, is permitted as a PHHWCF site and a Load Check consolidation site. The Contractor may be utilized to transport and dispose of the waste generated through this program. The PHHWCF transportation and disposal pricing will also be extended to the Load Check program as detailed in the Contractor Payment Schedule – Pricing Proposal for Transportation and Disposal.

A8 Door-to-Door Collection Program Overview

Department may implement a Door-to-Door collection service for elderly and/or disabled residents, without the ability to transport HHWs. Department staff will be utilized to perform the door-to-door program and will transport and package the HHW at the nearest PHHWCF. This would be a request-based service therefore the total number of residents served annually is anticipated to be very low. This waste would be comingled in the proper waste containers used for the PHHWCF.

A9 Handling of Wastes Received At All Sites

HHW will be handled in accordance with Notifications and/or CUPA-authorized Permit-By-Rule for each event or site, according to recognized safe work practices, and according to the Health and Safety and

Operations Plan prepared by the Contractor for each event. HHW received will be handled, packaged, marked and labeled for transportation by Contractor staff according to the Code of Federal Regulations, Title 49 (and any appropriate exemptions the Contractor may have obtained) and all other applicable federal, state and local laws and regulations. Bulking of wastes other than that which is specified in the Permit-By-Rule application will not be permitted by the Department. The exception would be for leaking containers on an emergency/contingency basis.

a. Contractor may be required to test unknown wastes received at any HHW event or site. The Contractor, if required, shall perform all required tests to characterize the wastes collected and to determine the proper Federal Department of Transportation (DOT) hazard category for all transportable waste.

b. Bulking of automotive oil, cooking oil, antifreeze and latex paint is allowed at all PHHWCF, THHWCF and the ABOP sites. Contractor will bulk or not bulk these waste streams based on the greatest savings as determined by the Department

c. As discussed above, the Department reserves the right to keep possession of and manage any waste stream when the Department determines its management method is more cost effective for the Program.

A10 Transportation of Wastes Received at All Sites

Contractor shall transport properly packaged wastes from PHHWCF, THHWCF and ABOP site to an authorized Treatment, Storage and Disposal Facility (TSDF) or approved recycling facilities. The Contractor shall arrange for authorized recycling, treatment, or disposal of collected Household Hazardous Waste with the concurrence of the Department.

a. The Contractor must maintain a valid hazardous waste transporter registration issued by the California Department of Toxic Substance Control (DTSC) throughout the duration of this contract. The Contractor must comply with the California Vehicle Code, CHP Regulations in California Code Regulations (CCR) Title 13, the California State Fire Marshal Regulations in CCR Title 19, United States Department of Transportation (DOT) Regulations in Title 49, Code of Federal Regulations, U.S. Environmental Protection Agency Regulations in Title 40 Code of Federal Regulations. In addition, the Contractor must comply with the California Health & Safety Code (H&SC) and CCR Title 22 and the California Medical waste Management Act in the H&SC, Sections 117600 – 118360.

b. The Contractor shall not be required to transport radioactive or explosives materials, however, the Contractor must be able to advise and possibly subcontract out this service.

c. Drivers used by the Contractor to transport regulated waste shall have all required training, the proper California Department of Motor Vehicles licensing and required medical monitoring certifications. All vehicles transporting DOT regulated hazardous materials shall have all required California State permits, CHP BIT (Biennial Inspection of Terminals) inspections and insurance for hazardous waste transportation. For transportation out of California, vehicles must meet the federal and state requirements of all states traveled through to the destination facility.

d. The Contractor shall provide proof of the financial coverage required by the California Department of Toxic Substances Control, and DOT for hazardous waste transporters. The Contractor shall immediately inform the County of any lapse in this financial coverage.

e. Contractor shall supply and display all required DOT vehicle placards and apply all required DOT markings and hazardous waste labels to waste containers when waste is first introduced into the container. Contractor shall profile all waste streams transported to the TSD facilities and shall provide all manifests and/or shipping papers or related documentation to the County.

f. All vehicles must meet motor vehicle code requirements and regulations in addition to all other applicable Federal, State and local codes required for use on highways.

g. Securing and maintaining all applicable Local, State and Federal permits for handling, transportation and disposal of hazardous waste shall be the responsibility of the Contractor. The Contractor shall immediately inform the County of any loss or temporary suspension of any required permits or licenses that affect the ability of the Contractor to provide the services described in this agreement. Copies of valid California Hazardous Materials/Waste Transporter Registration as provided in the proposal and shall be resupplied when renewed throughout the period of performance of this agreement.

h. Department may choose to keep possession of and transport waste from events as described above to other Department facilities for further recycling and management. As previously stated, as future recycling avenues arise and additional waste streams become a part of Extended Producer Responsibilities (EPR) or Product Stewardship, the Department reserves the right to manage and transport them to local facilities if it finds this method is most cost effective for the HHW Program.

A11 Staffing At All Sites

Contractor must staff each THHWCF event, PHHWCF site and ABOP site. Staffing for the THHWCF event and PHHWCF site shall consist of one (1) Project Manager, a minimum of one (1) chemist and technicians, as specified below:

- i. Project Manager (PM) - Duties to include, but are not limited to, the supervision of all contract personnel. PM must be able to make decisions at the local site. PM must be able to fill any job position needed at the HHW collection site (including chemist, technician or Department employee). PM must have the training and ability to take over for Department personnel in the event of an emergency.
- ii. Chemist - At a minimum, the chemist(s) must have the training, knowledge and ability to properly perform hazardous waste categorization testing of unknown household chemicals for proper separation, packaging, labeling, storage, and transportation as defined by state and federal law. The chemist must have at a minimum 6 months experience at HHW collection events. Chemist duties include identification of unknown HHW materials, categorizing chemicals into proper hazardous waste classes and packaging of HHW collected materials. A chemist will be required to be onsite at both THHWCF events and PHHWCF when accepting waste from the public.
- iii. Technicians – Duties include site set-up and tear-down, vehicle unloading, waste oil, anti-freeze and latex paint bulking, or other duties as assigned by the PM or Department staff.
- iv. Department will also require one or two technician level staff at the ABOP site per the schedule.

Adequate staffing levels must be provided so that the THHWCF event can be completed and waste moved offsite by 17:30 hours (5:30 p.m.) plus or minus one hour. In the event that an unexpected number of participants utilize the THHWCF event, Contractor must provide contingency staff and supplies and equipment to accommodate the unanticipated workload. Department will make every effort to alert Contractor seven (7) days in advance of anticipated heavy turnout.

- i. The Contractor shall be responsible for the professional attitude, demeanor and technical competence of personnel supplied to the Program and the coordination of all efforts, and other services furnished by the Contractor under this contract.
- ii. The Contractor shall be responsible for all costs associated with its employees and shall bill the Department for service costs outlined in the Payment Schedule. The Contractor will also be responsible for federal and state payroll taxes for its staff.

Repeated failure to provide adequate staffing or contingency staffing, supplies and/or equipment resulting in an uncontrolled event or site, or repeated delays in completing events and moving waste offsite, may result in transfer of contract to an alternate Contractor.

A12 Sub-Contractors

If subcontractors are required, the Contractor must provide Department with a list of the business names for each subcontractor who will perform work at the THHWCF events and PHHWCF.

The following requirements shall be met by the Contractor prior to the use of subcontractors for work associated with this contract:

- i. Contractor qualifications requirements also apply to subcontractors.
- ii. Contractor must provide the County with Certificates of Liability Insurance from subcontractor, naming the County as additional insured with proper endorsements.
- iii. The Contractor must verify the subcontractor has all required permits, licenses and insurances to perform work as directed by the Contractor.
- iv. Subcontract staff shall only be used when needed to supplement, not replace, existing Contractor staff that are familiar with the HHW program.
- v. Subcontract staff shall not be used in key positions such as the Project Manager or Chemist. Suitable positions for subcontract staff could be traffic direction, unloading or bulking activities and other closely supervised support tasks.

A13 Personal Protective and Emergency Equipment

A13.1 Contractor Responsibilities

- i. At each THHWCF event and PHHWCF, Contractor shall supply its staff, any and all OSHA required personal protective equipment (PPE), such as, but not limited to, Tyvek suits, chemical resistant gloves, safety glasses, steel-toed shoes, air purifying respirators, respirator cartridges, etc. at no additional cost to the Department..
- ii. At each THHWCF event and PHHWCF site worked, Contractor shall provide radio/phone communications so that an emergency response can be activated if necessary.
- iii. At each THHWCF event worked, Contractor shall provide, at its costs, immediate access to OSHA required emergency equipment. Emergency equipment shall include safety shower/eyewash unit(s), fire extinguishers, emergency warning device(s), corrosive neutralizing agents, spill clean-up materials, first aid kits or other emergency equipment required by regulation to protect the health and safety of the staff, the public, the Department representative and/or the environment.
- iv. At each THHWCF event worked, Contractor shall provide shade and water in accordance with OSHA regulations.

- v. At each THHWCF event and PHHWCF, site worked, Contractor is responsible for all waste categorization and shall provide equipment and materials necessary to properly categorize unknown chemical waste for transportation and disposal.

A.13.2 Department Responsibilities

- i. At both PHHWCF and ABOP sites, Department will provide and maintain emergency equipment including, shade, safety shower/eyewash unit(s), fire extinguishers, emergency warning device(s), corrosive neutralizing agents, spill clean-up materials, first aid kits or other emergency equipment required by regulation to protect the health and safety of the staff, the public, the Department representative and/or the environment.

A14 Training Requirement

The Contractor is responsible for the training of all Contract staff. Contract staff must be trained in the performance of all work performed at a level that meets any and all applicable law requirements and at a level necessary for the proper and safe performance of all tasks assigned. Training for Contractor supplied staff shall include, but is not limited to the following list. Training records will be kept current, on all HHW work sites, and available at all times upon request by Department or any regulatory representative.

A14.1 Contractor Staff Training-ALL:

- i. Forty (40) hour Hazardous Waste Operations and Emergency Response (HAZWOPER) or equivalent.
- ii. Annual HAZWOPER 8 hour refresher training
- iii. Training requirements applicable to HHW Programs (found in Title 8 and Title 22, California Code of Regulations).
- iv. Annual respirator fit testing and training for any employee that performs a function where the use of respirators is allowed or required.

A14.2 Additional training for the Project Manager shall include:

- i. Annual 8 hour Supervisory training for Hazardous Waste Operations
- ii. HHW project management training
- iii. Radioactive monitoring and awareness
- iv. CPR/first aid training
- v. Chemist training
- vi. DOT HM-181 manifest training
- vii. Bloodborne Pathogens Level 1 training

A14.3 Additional training requirements for chemists shall include:

- i. Hazard waste categorization (Haz-Cat) training
- ii. Hazardous waste packaging training
- iii. DOT HM-181 manifest training

A14.4 Additional training requirements for Technicians shall include:

- i. Hazardous materials transportation training for employees required to perform this function.
- ii. Hazardous waste handler training
- iii. Forklift operator training for employees required to perform this function.
- iv. Waste packaging training for employees required to perform this function.

A14.5 Contractor Administrative Requirements for all Sites

- i. Provide a detailed staffing plan for THHWCF events, PHHWCF sites and ABOP locations based on the number of participants utilizing the sites within a five hour time period. Describe staffing contingencies where the participation is significantly higher than anticipated and additional staff is needed at event or fixed sites. Provide detailed job descriptions that include responsibilities, training requirements, and a medical surveillance monitoring program for each position that is directly related to fulfilling the obligations of this proposal.
- ii. Provide a detailed record keeping plan and provide samples of daily site inspection forms, work activity logs, waste container logs, safety inspections and tailgate meeting outlines, and any other records which may be used at HHW collection facilities.
- iii. Provide a flow chart of manifesting procedures from HHW collection events to TSDF showing any intermediary transfer points or storage locations.
- iv. Provide a current copy of the California Hazardous Waste Transporter Permit and EPA Certificate verifying State of California Registered Hazardous Waste Hauler Compliance, a copy of the driver training program, and verification of meeting the California Highway Patrol Vehicle Inspection Requirements.
- v. Provide detailed contingencies plan for additional staffing abilities for when event participation is heavier than anticipated showing how events will not be interrupted and how all waste will be packaged and removed from the site in a timely fashion.
- vi. Provide a Health and Safety Plan which includes an Injury and Illness Prevention Plan as required by OSHA and California Code of Regulations Title 8. The Health and Safety Plan must describe Contractor's knowledge and ability to comply with all laws and regulations that pertain to the services to be performed under this agreement. The plan shall be comprehensive and, at a minimum, shall address health, safety, spill, fire prevention and contingency plans related to HHW management activities as described in the Scope of Work.
- vii. In the Health and Safety Plan, Contractor shall provide a detailed description of the capabilities and resources available to, and experience of, the Contractor for responding to a hazardous waste emergency at a HHW facility and ability for providing HHW services anywhere in the county as a result of a natural or unnatural disaster, such as an earthquake, fire, flood, etc. Indicate the availability of facilities both primary and alternative, subcontractors, staffing, emergency response teams, equipment mobilization, materials and supplies, response time, and any additional information available.

A15 Housekeeping and Maintenance Responsibilities

Contractor will be required to maintain the HHW Collection sites (both THHWCF and PHHWCF) in a neat and organized manner, to facilitate and maintain a clean appearance and safe working environment. Housekeeping and maintenance includes, but is not limited to, the following responsibilities:

- i. Ensuring files and paperwork are organized and maintained in an orderly fashion.
- ii. Ensuring spills and splatters are cleaned up immediately.
- iii. Ensuring plastic visquene sheeting on paved work areas is changed weekly, or as needed, with all holes patched immediately.

- iv. Ensuring any litter, paper, debris, broken glass, cardboard or plastic are picked up inside and along the perimeter of facility and all areas are swept daily or as needed.
 - v. Ensuring spills and residues on the outside of the bulking containers are wiped off immediately.
 - vi. Ensuring all appropriate labels and markings are legible and securely affixed to the containers as soon as waste is introduced into the container.
 - vii. Ensuring all waste is packaged and stored in appropriate containers and properly secured at the end of the workday.
 - viii. Ensuring all supplies are stored in the correct location within the fenced area of the facility, unless otherwise authorized.
- a. Contractor shall arrange for and bear all costs and expenses for portable toilets and the removal of routine non-hazardous waste (paper, debris, trash) generated during the course of each THHWCF event. This includes having an adequate number of portable toilets, hand washing facilities and proper waste disposal receptacles (dumpsters, roll-offs, etc.) on-site prior to each collection event, and the timely removal of toilets and waste disposal receptacles at the conclusion of each event.
- b. Department will arrange for, trash collection and restroom facilities at the fixed PHHWCF and ABOP sites.

A16 Program Record Keeping and Documentation

- a. The preferred format of program documentation transmitted to Department shall be electronic.
- b. Contractor shall provide separate work order forms for each service response at a THHWCF event, PHHWCF site or ABOP site. Work orders must specify all services performed, record man-hours for THHWCF, PHHWCF and ABOP collection program, and list materials used. The Contractor shall submit all completed work orders, shipping documents and invoices to the HHW program administrator for review/approval/comment and signature prior to processing for payment by the Department.
- c. Contractor shall provide legible copies of all waste transportation documents to Department staff at close of event or after waste pick-up.
- d. Contractor shall invoice Department within 30 days of service receipt.

**EXHIBIT B
PAYMENT PROVISIONS**

Clean Harbors Best and Final Offer WMARC-226 Alternatives

Clean Harbors request to utilize alternative units of measure for the few items listed below.

Waste Category, Disposal & Packaging Method	Cost	Unit of Measure	Notes
Compressed Gas Cylinders: MAPP /gas, FI / LO	\$15	Each Cylinder	For cylinders up to 4" diameter and 24" length
Compressed Gas Cylinders: CFCs, R / LO	\$20	Each Cylinder	For cylinders up to 4" diameter and 24" length
MAPP Gas Cylinders, R/ LO	\$15	Each Cylinder	For cylinders up to 4" diameter and 24" length
Mercury, Elemental and devices, R / LO	\$200	5 gallon drum	Elemental mercury only acceptable for retort in 5 gallon drums with maximum of 25lbs of elemental mercury per drum.
Propane Cylinders (BBQ Style), R / PA	\$10	Each Cylinder	For cylinders up to 4" diameter and 24" length
Propane Cylinders (small Coleman style), R / LO	\$3.50	Each Cylinder	For cylinders up to 4" diameter and 24" length
Fluorescent Bulbs (linear foot), R / LO	\$0.15	Per linear foot	Only applies to intact straight fluorescent light tubes

Clean Harbors has not provided fixed pricing for the Radioactive (Low Level), Ammunition and Explosive Devices & Chemicals categories in the Supplemental Pricing for Unacceptable HHW's in the BAFO price table. This is due to the very broad range costs for the various potential waste streams that fall into these wide categories. If unacceptable waste is inadvertently received, Clean Harbors will assist in finding a proper outlet for such waste, upon request by County.

3.2 BAFO Price Structure:

(Fill in cost sheet below entirely with clarified information and BAFO price)

Bidders:		CLEAN HARBORS								
Labor Rates		Standard Hourly Rate		Overtime Hourly Rate			Notes			
Project Manager		\$46.00		\$60.00			Per RFP rates are portal to portal			
Chemist		\$42.00		\$55.00			Per RFP rates are portal to portal			
Technician		\$32.00		\$42.00			Per RFP rates are portal to portal			
Laborer		\$28.00		\$36.00			Per RFP rates are portal to portal			
Participants:		0-75	76-150	151-350	351-500	501+				
Project Manager		1	1	1	1	1				
Chemist		1	1	2	2	3				
Technician		0-2	2-6	6-8	8-12	12-18				
Laborer		0-2	1-6	3-5	5-7	6-10				
Total Staffing per event:		2-5	5-8	8-16	16-22	22-30				
Per Car Rate / Labor		Labor		Per Car Rate			Notes			
0-75		N/A		\$42.50			\$3,200 minimum per day			
76-150		N/A		\$40.50			\$3,700 minimum per day			
151-350		N/A		\$33						
351-500		N/A		\$33						
501 +		N/A		\$33						
Waste Category, Disposal & Packaging Method		40 Yd Roll Off	Cubic Meter Bx	55 Gal	30 Gal	16 Gal	5 Gal	COB	CYB	Disposal \$ per LB
Acidic, Liquid/Solid, Inorganic, DI / LP		N/A	N/A	190	150	120	60	N/A	N/A	N/A
Acidic, Liquid/Solid, Organic, DI / LP		N/A	N/A	190	150	120	60	N/A	N/A	N/A
Aerosols, DI / LO		N/A	N/A	175	131.25	105	52.50	N/A	525	N/A
Antifreeze, R / BU		N/A	N/A	25	18.75	15	7.50	N/A	N/A	N/A
Asbestos - friable, F / BU		N/A	N/A	115	86.25	69	34.50	N/A	275	N/A
Basic, Liquid. Solid, Inorganic, DI / LP		N/A	N/A	190	150	120	60	N/A	N/A	N/A
Basic, Liquid. Solid, Organic, DI / LP		N/A	N/A	190	150	120	60	N/A	N/A	N/A
Batteries, Lead Acid, R / LO		N/A	N/A	0	0	0	0	N/A	0	0
Butane Lighters, DI/LO		N/A	N/A	N/A	N/A	N/A	132	N/A	N/A	N/A
Butane Lighters, FI/LO		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Waste Category, Disposal & Packaging Method	40 Yd Roll Off	Cubic Meter Bx	55 Gal	30 Gal	16 Gal	5 Gal	CQB	CYB	Disposal \$ per LB
Compressed Gas Cylinders: MAPP /gas, FI / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Compressed Gas Cylinders: CFCs, R / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Crushed Broken Fluorescent Tubes, R / LO	N/A	N/A	325	N/A	N/A	N/A	N/A	N/A	N/A
Neutral Oxidizer, DI / LP	N/A	N/A	245	183.75	147	73.50	N/A	N/A	N/A
Cyanide, Liquid/Solid, DI / LP	N/A	N/A	N/A	N/A	N/A	132	N/A	N/A	N/A
Empty Drum, Non-RCRA (greater than 5 gallon in size), R / N/A	N/A	N/A	35	26.25	21	10.50	N/A	N/A	N/A
Flammable Liquid, DI / LO	N/A	N/A	160	150	120	60	N/A	N/A	N/A
Flammable Liquid, Toxic, DI / LO	N/A	N/A	190	150	120	60	N/A	N/A	N/A
Flammable Solid, DI / LO	N/A	N/A	190	150	120	60	N/A	525	N/A
Freon (aerosol can size), DI / LO	N/A	N/A	175	131.25	105	52.50	N/A	525	N/A
Fusee (Road Flares), DI / LO	N/A	N/A	N/A	N/A	N/A	132	N/A	N/A	N/A
Latex Paint (PaintCare Approved), R / LO	NC	NC	NC	NC	NC	NC	N/A	NC	NC
Latex Paint (Not Accepted by Paint Care)DI / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	265	N/A
Latex Paint, PCB Contaminated, DI / LO	N/A	N/A	448	336	268.80	134.40	N/A	N/A	N/A
Lead Paint Waste, DI / LO	N/A	N/A	255	191.25	153	76.50	N/A	N/A	N/A
MAPP Gas Cylinders, R/ LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mercury Compounds, DI / LP	N/A	N/A	N/A	N/A	N/A	132	N/A	N/A	N/A
Mercury Compounds, N / LP	N/A	N/A	N/A	N/A	N/A	250	N/A	N/A	N/A
Mercury, Elemental and devices, R / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Nitric Acid, N / LP	N/A	N/A	190	150	120	60	N/A	N/A	N/A
Non PCB Ballasts/Transformers, R / LO	N/A	N/A	220	165	132	65	N/A	N/A	N/A
Non RCRA Liquids/Solids, DI / LO	N/A	N/A	190	150	120	60	N/A	400	N/A
Non RCRA Liquids/Solids, LF / LO	N/A	N/A	125	93.75	75	37.50	N/A	275	N/A
Non-RCRA Semi-Solids, DI / LO	N/A	N/A	190	150	120	60	N/A	400	N/A
Non-RCRA Semi-Solids, LF / LO	N/A	N/A	125	93.75	75	37.50	N/A	275	N/A
Non-RCRA Oily Liquids/Solids, DI / LO	N/A	N/A	190	150	120	60	N/A	400	N/A
Non-RCRA Oily Liquids/Solids, LF / LO	N/A	N/A	125	93.75	75	37.50	N/A	275	N/A
Oil Filters, R / LO	N/A	N/A	65	48.75	39	19.50	N/A	N/A	N/A
Oil Base Paint (Paint Care Approved), FI / DI / LO	NC	NC	NC	NC	NC	NC	N/A	NC	NC
Oil Base Paint (Non-PaintCare) FI/DI / LO	N/A	N/A	116	93	N/A	N/A	N/A	352	N/A
Organic Peroxide, Type D, Liquid/Solid, DI / LP	N/A	N/A	N/A	N/A	N/A	132	N/A	N/A	N/A
Oxidizing Liquid/Solid, Acidic, DI / LP	N/A	N/A	245	183.75	147	73.50	N/A	N/A	N/A
Oxidizing Liquid/Solid, Basic, DI / LP	N/A	N/A	245	183.75	147	73.50	N/A	N/A	N/A
Oxidizing Liquid/Solid, Neutral, DI / LP	N/A	N/A	245	183.75	147	73.50	N/A	N/A	N/A
PCB Ballast / Transformers, R / LO	N/A	N/A	295	221.25	177	88.50	N/A	N/A	N/A
PCB Ballast / Transformers, LF / LO	N/A	N/A	155	116.25	93	46.50	N/A	N/A	N/A
Propane Cylinders (BBQ Style), R / PA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Propane Cylinders (small Coleman style), R / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Self-Heating Substances, DI / LP	N/A	N/A	N/A	N/A	N/A	132	N/A	N/A	N/A
Sharps (Home Generated), DI / LO	N/A	N/A	200	150	120	60	N/A	N/A	N/A
Toxic Liquid, Flammable, DI / LO	N/A	N/A	190	150	120	60	N/A	N/A	N/A

Toxic/Liquid Solid, DI / LO	N/A	N/A	190	150	120	60	N/A	525	N/A
Used Motor Oil, R / BU	N/A	N/A	15	15	N/A	N/A	N/A	N/A	N/A
Used Motor Oil Contaminated with Chlorinated Substances, DI / BU	N/A	N/A	105	78.75	63	31.50	N/A	N/A	N/A
Used Motor Oil and diesel Mixtures, FI / BU	N/A	N/A	95	71.25	57	28.50	N/A	N/A	N/A
Used Motor Oil and diesel Mixtures, DI / BU	N/A	N/A	95	71.25	57	28.50	N/A	N/A	N/A
Used Motor Oil and diesel Mixtures, R / BU	N/A	N/A	95	71.25	57	28.50	N/A	N/A	N/A
Water Reactive Liquid/Solid, DI / LP	N/A	N/A	N/A	N/A	N/A	132	N/A	N/A	N/A
UNIVERSAL WASTE	40 Yd Roll Off	Cubic Meter Bx	55 Gal	30 Gal	16 Gal	5 Gal	CQB	CYB	Disposal \$ per LB
Batteries – Alkaline, R / LO	N/A	N/A	N/A	300	N/A	N/A	N/A	N/A	N/A
Batteries – Alkaline, LF / LO	N/A	N/A	N/A	95	N/A	N/A	N/A	N/A	N/A
Batteries – Lithium, R / LO	N/A	N/A	N/A	N/A	N/A	132	N/A	N/A	N/A
Fluorescent Bulbs (linear foot), R / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fluorescent Bulbs - CFL, R / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.75
Fluorescent Bulbs – U-Shape, R / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.75
Fluorescent Bulbs - Circular, R / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.75
Crushed Broken Fluorescent Tubes, R / BU	N/A	N/A	325	243.75	195	97.50	N/A	N/A	N/A
Light Bulbs - HID, R / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.50
Light Bulbs – Mercury Vapor, R / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.50
Light Bulbs - Neon, R / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4.25
Light Bulbs – Sodium, R / LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.50
Mercury Containing Devices (specify any exclusions), R / LO	N/A	N/A	N/A	N/A	N/A	250	N/A	N/A	N/A

Price Proposal for Materials, Supplies & Misc Items	Metal		Poly		Fiber	Other	Notes
	New	Recon	New	Recon		(Specify)	
5-gallon drum – open top	16	N/A	10	N/A	N/A		
5-gallon drum – closed top	14	N/A	19	N/A	N/A		
5-gallon drum – screw top	N/A	N/A	10	N/A	N/A		
16 gallon drum – open top2	64	N/A	N/A	31	N/A		
16 gallon drum – closed top2	58	N/A	N/A	27	N/A		
30 gallon drum open top	70	N/A	N/A	37	N/A		
30 gallon drum – closed top	79	N/A	N/A	36	N/A		
55 gallon drum – open top	50	N/A	N/A	36	N/A		
55 gallon drum – closed top	37	N/A	N/A	32	N/A		
85 gallon drum overpack	139	N/A	174	N/A	N/A		
Cubic Yard Box – DOT	N/A	N/A	N/A	N/A	64		
Cubic Yard Box – Non-DOT	N/A	N/A	N/A	N/A	36		
Fiber Board box (55 gallon)	N/A	N/A	N/A	N/A	18		
Fluorescent light box – 4 foot (small capacity box)	N/A	N/A	N/A	N/A	9		
Fluorescent light box – 4 foot (large capacity box)	N/A	N/A	N/A	N/A	N/A	\$52/ tube	
Fluorescent light box – 8 foot (small capacity box)	N/A	N/A	N/A	N/A	15		
Fluorescent light box – 8 foot (large capacity box)	N/A	N/A	N/A	N/A	N/A	\$39/ tube	
Absorbent Pads	N/A	N/A	N/A	N/A	N/A	\$38/case	
Ultrasorb (or equivalent spill cleanup absorbent)	N/A	N/A	N/A	N/A	N/A	\$7/bag	
Vermiculite	N/A	N/A	N/A	N/A	N/A	\$27/bag	4 c.f. per bag

Visqueen/Poly Sheeting – 6 mil	N/A	N/A	N/A	N/A	N/A	\$130/roll	10' x 100' per roll
Supplemental Pricing for Covered Electronics & Misc E-Waste			Disposal Method	Packaging Method	Price Per Pound (Indicate payment or charge)		Payment or Charge?
Cathode Ray Tubes (CRTs) / CRT Devices			R	PA	\$0.05		payment
Consumer Electronic Devices			R	PA	\$0.12		charge
Devices with LCD Screens			R	PA	\$0.12		charge
Devices with Plasma Screens			R	PA	\$0.12		charge
Supplemental Materials Pricing	Unit Cost	Unit of Measure		Notes			
Absorbent Pads	\$38	case					
Cubic Yard Box – used	N/A						
Drum Liners – 5 gallon	\$1.00	each					
Drum Liners – 16 gallon ¹	\$2.00	each					
Drum Liners – 30 gallon	\$2.00	each					
Drum Liners – 55 gallon	\$2.00	each					
Fiber Board Box Liners – 55 gallon	\$5.00	each					
Fiber Board Box Liners – CYB	\$10.00	each					
Equipment/Materials Not Otherwise Specified							
3000 lb forklift rental	\$350	Per day		includes delivery and pickup			
Toilet and Hand wash station rental	\$375	Per day		includes 2 portable toilets and 1 wash station and includes delivery and pickup			
40 cy Trash dumpster rental & disposal services in Burtec's service territory	\$485	Per dumpster		Includes delivery, rental for up to 3 days, pickup & trash transportation and disposal services			
40 cy Trash dumpster rental & disposal services in Waste Management's service territory	\$690	Per dumpster		Includes delivery, rental for up to 3 days, pickup & trash transportation and disposal services			
Non-Standard Services (Emergency Response and Other Services)							
Labor - Emergency Response (ER) & Non-Standard Rates			ER Hourly Rate	ER Overtime Hourly Rate	Notes		
Project Manager			\$ 105.00	\$ 157.50	Portal to portal		
Project Supervisor			\$ 88.00	\$ 132.00	Portal to portal		
Field Chemist			\$ 80.00	\$ 120.00	Portal to portal		
Project Administrator			\$ 58.00	\$ 87.00	Portal to portal		

Field Technician	\$ 52.00	\$ 78.00	Portal to portal
Laborers	\$ 52.00	\$ 78.00	Portal to portal
Logistics Coordinator	\$ 111.00	\$ 166.50	Portal to portal
Emergency Response Technicians	\$ 52.00	\$ 78.00	Portal to portal
Safety Supervisor	\$120.00	\$ 180.00	Portal to portal
Project Consultant	\$111.00	\$ 166.50	Portal to portal
Other: Equipment Operator	\$ 52.00	\$ 78.00	Portal to portal, operator only rate
Equipment - Emergency Response (ER) & Non-Standard Rate	ER Hourly Rate	ER Minimum Hours	Notes
Emergency Response Truck	\$ 84.00		
Crew Truck	\$ 21.00		
Flatbed Truck - Small	\$ 63.00		w/o operator (equipment operator will be billed as additional item)
Flatbed Truck - Large	\$ 63.00		w/o operator (equipment operator will be billed as additional item)
Roll-Off Truck	\$ 63.00		w/o operator (equipment operator will be billed as additional item)
End- Dump	\$ 63.00		w/o operator (equipment operator will be billed as additional item)
Box Van / Bobtail	\$ 63.00		w/o operator (equipment operator will be billed as additional item)
Vacuum Truck - 70 bbl	\$ 63.00		w/o operator (equipment operator will be billed as additional item)
Vacuum Truck - 100 + bbl	\$ 80.00		w/o operator (equipment operator will be billed as additional item)
Compactor / Bailer	N/A		
Forklift	\$ 53.00		8 hour minimum applies
Pressure Washer / Steam Cleaner	\$ 5.85		8 hour minimum applies
Daily Bin Rental	\$ 20.00		Daily rental rate
Other			
Materials and Supplies - Emergency Response (ER) & Non-Standard Rate	ER Hourly Rate Per Person	Other Conditions	
Personal Protective Equipment			
Level A	N/A	Not available at hourly rate, price is \$629 per set	
Level B	N/A	Not available at hourly rate, price is \$218 per set	
Level C	N/A	Not available at hourly rate, price is \$103 per set	
Level D	N/A	Not available at hourly rate, price is \$27 per set	
Monitoring Equipment	ER Hourly Rate	Cost Per Tube/Each	Notes

Specific Contaminants (Draeger Pump)	N/A	\$30/tube	Additional \$79/per day for pump rental
Volatile Organics	N/A	N/A	\$163/ day
Flammable Vapors / O2 (4-gas LEL)	N/A	N/A	\$179/ day
Containers	New	Reconditioned	Notes
85 Gallon Steel Drum (Salvage Drum)	145	N/A	
85 Gallon Poly Drum (Salvage Drum)	185	N/A	
55 Gallon Steel Drum	50	45	
55 Gallon Poly Drum	40	36	
30 Gallon Steel Drum	80	N/A	
30 Gallon Poly Drum	40	N/A	
16 Gallon Steel Drum	75	N/A	
16 Gallon Poly Drum	35	N/A	
5 Gallon Steel Drum	18	N/A	
5 Gallon Poly Drum	22	N/A	
Other:			
Materials and Supplies	Unit Cost	Type (Unit of Measure)	Notes
Vermiculite	30	Bag	4 c.f. per bag
Other Absorbent	7	Bag	Clay absorbent, 40 lb bag
Plastic Sheeting	140	Roll	10' x 100' per roll
"HazCat" Kit Test	30	Each	
Other (Not Specified)			
Optional Services	Unit Cost	Rate Per (Indicate)	Notes
Analytical	\$72	Per sample analyzed	Rate for standard turnaround time PCB, EPA 8082/8082A analysis
"HazCat" Analysis	\$30	each test	
Container Storage	\$25		Per drum, per day
Profiling Fees @ Non-Contractor TSDFs	\$0		No charge for standard turnaround profile approvals
Training (Outside Vendor)			
HHW Orientation	\$2640	Per training session	Quoted rate is estimated rate, actual billing will be at cost +10% and estimated cost is \$2400. Assumes the County will provide training facilities and A/V equipment. Rate is for up to 30 persons maximum. Course provides overview of HHW operations & requirements and is targeted for personal that oversee or work with HHW programs.

			Quoted rates base upon training services provided by Sweetser & Associates, Inc.
OSHA 1910-120 (40 hours)	\$8800	Per training session	Quoted rate is estimated rate, actual billing will be at cost +10% and estimated cost is \$8000. Assumes the County will provide training facilities and A/V equipment. Rate is for up to 30 persons maximum. Course provides First Responder Emergency Awareness Level of the Hazardous Waste Operations and Emergency Response requirements and is targeted for program personnel operating HHW programs including related emergency response procedures. Quoted rates base upon training services provided by Sweetser & Associates, Inc.
40 Hrs Refresher	\$3300	Per training session	Quoted rate is estimated rate, actual billing will be at cost +10% and estimated cost is \$3000. Assumes the County will provide training facilities and A/V equipment. Rate is for up to 30 persons maximum. Course provides required 8-hour annual refresher training for HHW operations. Quoted rates base upon training services provided by Sweetser & Associates, Inc.
DOT HM-126 F	\$3300	Per training session	Quoted rate is estimated rate, actual billing will be at cost +10% and estimated cost is \$3000. Assumes the County will provide training facilities and A/V equipment. Rate is for up to 30 persons maximum. Course provides training for personnel who directly affect hazardous material transport including personnel involved in packaging HHW and signing hazardous materials shipping papers. Quoted rates base upon training services provided by Sweetser & Associates, Inc.

HM-126 Refresher	\$2640	Per training session	Quoted rate is estimated rate, actual billing will be at cost +10% and estimated cost is \$2400. Assumes the County will provide training facilities and A/V equipment. Rate is for up to 30 persons maximum. Course provides refresher training for the DOT hazardous materials transportation HM-126 and is required every three years, when new chemicals are managed, or when regulations change. Quoted rates base upon training services provided by Sweetser & Associates, Inc.
Lab Packing	\$0		Overview of Clean Harbors labpacking guidelines
All other training not specified	N/A	N/A	N/A
Media Assistance	\$85	Hour	
Planning / Manual Development (by request)	\$85	Hour	

Supplemental Pricing for Unacceptable HHW's

Waste Category, Disposal & Packaging Method	Disposal	Packaging	5 Gal	16 Gal	30 Gal	55 Gal	CQB	CYB
Radioactive (Low Level)	N	LP	N/A	N/A	N/A	N/A	N/A	N/A
Ammunition	N	LO	N/A	N/A	N/A	N/A	N/A	N/A
Explosive Devices & Chemicals	N	LP	N/A	N/A	N/A	N/A	N/A	N/A
Non-Friable Asbestos	LF	LO	N/A	N/A	N/A	115	N/A	275
Marine Flares	DI	LP	170	N/A	N/A	N/A	N/A	N/A
Medical Waste	DI	LO	80	160	N/A	N/A	N/A	N/A
Contaminated Soils	DI	BU	N/A	N/A	N/A	355	N/A	N/A
Treated Wood	LF	BU	N/A	N/A	N/A	170	N/A	595