

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



**ITEM
12.1
(ID # 9027)**

MEETING DATE:

Tuesday, February 26, 2019

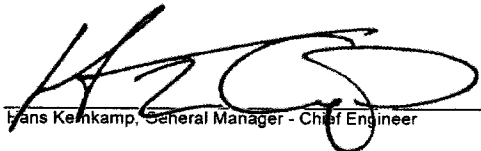
FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: THE DEPARTMENT OF WASTE RESOURCES (RCDWR): Approve the Professional Service Agreement from other than low bidder with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection Services for Five Years. All Districts. [Waste Resources]; [Total Cost \$5,150,792 up to \$103,015 annually in additional compensation]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection Services from other than low bidder, for an aggregate amount of \$5,150,792 through December 15, 2023 (\$1,030,158 annually) and authorize the Chairman of the Board to execute the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) sign amendments that do not change the substantive terms of the Agreement, and b) sign amendments to the compensation provisions that do not exceed the sum total of ten (10) percent of the annual contract amount or \$103,015 per year.

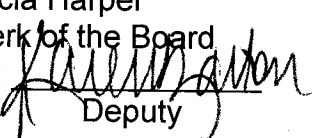
ACTION:Policy


Hans Kemkamp, General Manager - Chief Engineer 2/13/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 26, 2019
xc: Waste, Purchasing

Kecia Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,030,158	\$ 1,030,158	\$ 5,150,792	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Department of Waste Resources Enterprise fund.			Budget Adjustment: No	
			For Fiscal Year(s): 18/19 - 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Waste Resources (RCDWR) provides and manages convenient, regular household hazardous waste collection and antifreeze, battery, oil and paint (ABOP) events through the Household Hazardous Waste Collection Program (HHWCP), manages the Conditionally Exempt Small Quantity Generator (CESQG) Program for disposal of hazardous waste by qualified small business in Riverside County, and operates a Hazardous Waste Inspection (HWI) Program to prevent disposal of hazardous wastes into the County's landfill system. These programs require contractor services to setup operation, to staff, and to provide hazardous waste collection and disposal/recycling at fixed (permanent) and temporary HHWCP events and ABOP collection facilities, and to provide for transportation, recycling and disposal of hazardous waste collected by the CESQG program and/or identified through the Hazardous Waste Inspection (HWI) Program when the responsible party cannot be identified.

To that end, Clean Harbors Environmental Services, Inc. (Clean Harbors) will conduct Temporary Household Hazardous Waste Collection Facility (THHWCF) events and supply support services including labor, recycling and disposal for the County's Permanent Collection Household Hazardous Waste Collection Facilities (PHHWCF) and Antifreeze, Battery, Oil and Paint (ABOP) Collection Facilities. Clean Harbors will also be utilized for transportation, recycling and disposal of household hazardous waste generated through the County's current solid waste landfill Load Check Program (LCP) and provide contract services for the County's Very Small Quantity Generator (VSQG) program also known as the CESQG program for qualified small businesses in the County.

Impact on Residents and Businesses

The collection of household hazardous waste provides a needed service for County residents and helps protect public health and the environment by ensuring proper management of this hazardous waste stream. Collection at HHWCP events is provided for free to County residents and collection of hazardous Waste through the CESQG programs provides qualified small quantity generators with hazardous waste disposal services at RCDWR's cost.

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Additional Fiscal Information

The estimated annual aggregate amount of \$1.03 million is based on past cumulative budgeted costs for previous HHW events. The contract total award is \$5,150,792, plus (10) percent of the annual contract amount or \$103,015 per year. The County shall have no obligation to purchase any specified amounts of service.

Budget Allocation by Fiscal Year						
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	Total 5 Year Amount
Waste 100%	\$1,030,158	\$1,030,158	\$1,030,158	\$1,030,158	\$1,030,158	\$ 5,150,792

Contract History and Price Reasonableness

County Purchasing, on behalf of RCDWR, released a Request for Proposal (RFP# WMARC-352) for Household Hazardous Waste Collection Services on October 3, 2018. Purchasing sent notifications to all known vendors and contacts registered in the county database totaling over 130 individuals and/or companies as well as publicly advertised on the county Purchasing's internet site, with two (2) bid response received.

The proposals were reviewed by an evaluation team consisting of personnel from Waste resources. Bids ranged from \$949,384 to \$1,030,158. The two (2) proposals were reviewed and scored by an evaluation team based on the bidder's overall responsiveness to that requirements of the scope of service, overall cost to the county, experience and ability, locations of facilities, references, and financial status. The evaluation was performed by and Waste Resources. The evaluation committee scored Clean Harbor the highest in technical portion of the evaluation and Stericycle was the lowest cost bidder. However, Clean Harbors scored higher in the areas of administration of contractor sites, staffing and bidder experience.

After diligent review of the submitted proposals and best and final offers, the evaluation team recommends that the award be given to Clean Harbors as the most technically responsive responsible bidder to the county's needs.

Attachment

- Clean Harbors Environmental Services, Inc. Professional Service Agreement

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Teresa Summers, Director of Purchasing 2/19/2019


Jason Farin, Senior Management Analyst 2/20/2019


Gregory V. Priamos, Director County Counsel 2/20/2019

PROFESSIONAL SERVICE AGREEMENT

for

HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

between

COUNTY OF RIVERSIDE

and

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.



FEB 26 2019 12.10

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Exhibit A-Scope of Service

Exhibit B- Payment Provisions

This Agreement, made and entered into this ____ day of _____, 2019, by and between CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., a Massachusetts corporation (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 and Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 continues in effect through December 15, 2023, unless terminated earlier. 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 under this Agreement shall not exceed a maximum total contract amount of \$5,150,792.38, 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.

3.2 No price increases will be permitted during the first year of this Agreement (if applicable). After the first year of this Agreement, all price increases will be allowed during the beginning of the following fiscal year only. 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. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas for the twelve (12) month period December through December immediately preceding the adjustments 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 DEPARTMENT OF WASTE RESOURCES
ATTN: ACCOUNTS PAYABLE
14310 FREDERICK ST
MORENO VALLEY, CA. 92553
or email to wasteaccountpayable@rivco.org

- 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-92645-002-12/23; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not

allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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 that may 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.

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 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 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. The material, reports or products may be used by the COUNTY for any purpose that the 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 the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 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.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after

it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

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 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 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. S1210 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 particulars 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

RIVERSIDE COUNTY DEPARTMENT
OF WASTE RESOURCES
14310 FREDERICK STREET
MORENO VALLEY, CA. 92553
ATTN: WASTE PURCHASING

CONTRACTOR

CLEAN HARBORS ENVIRIONMENTAL SERVICES, INC.
42 Longwater Drive, P.O. Box 9149
Norwell, MA 02061-9149
ATTN: General Counsel (Urgent Contract Matter)
EMAIL: silva.frank@cleanharbors.com

EMAIL: WastePurchasing@rivco.org

951-310-1937

951-486-3200

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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees,

cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 The following indemnity is intended to operate as an agreement pursuant to Section 107 (e) of the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), 42 U.S.C. Section 9607 (e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify COUNTY from all liability. The CERCLA indemnity provided here is separate and in addition to the general indemnification described above. CONTRACTOR shall indemnify, defend with counsel approved by COUNTY and hold harmless COUNTY, 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 and against all third party claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses, (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against COUNTY or its Indemnitees arising from or attributable to any pickup, repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether or not undertaken due to governmental action) concerning any hazardous substances or hazardous wastes including the release of such substances or wastes arising out of the waste accepted by CONTRACTOR from COUNTY in accordance with this Agreement. Notwithstanding any of the foregoing terms and provisions, CONTRACTOR'S CERCLA indemnification shall not extend to any such claims for actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), of any kind whatsoever paid, to the extent that such claims are, or can be shown to have been, caused by failure of COUNTY or its Indemnitees to properly operate the required hazardous waste load check program at the Facility as required by California law and County Ordinance and as set forth in this Agreement.

21.3 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 indemnification to Indemnitees as set forth herein.

21.4 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.

21.5 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.

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 is 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. Pollution and Asbestos Liability

1) The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract,, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract.

2) The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

3) The policy's limits shall not be less than \$1 Million each loss/\$2 Million aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to COUNTY for review and approval.

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 Country'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 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.

23.13 CONTRACTOR shall have the right to reject any waste or return any waste upon inspection, in such case that the waste does not conform to applicable descriptions and as agreed upon by the parties.

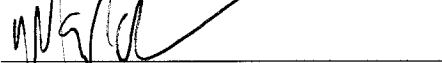
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Kevin Jeffries, Chairman
Board of Supervisors

Dated: ~~_____~~
FEB 26 2019

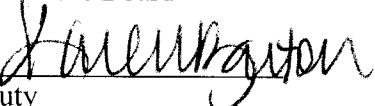
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

By: 
Name: Marc McReynolds
Title: Sr. Vice President for West Region

Dated: 2/15/19

ATTEST:

Kecia Harper ~~Item~~
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

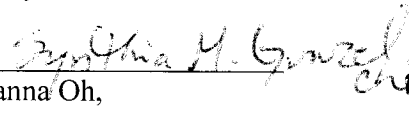
By: 
for Susanna Oh, *Chief Deputy*
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

Goals and Objectives

The primary goals of HHWCP are to provide convenient, regular HHW collection service to County residents and to provide education on source reduction, recycling, and reuse opportunities while County residents are at the HHW collection facilities. HHWCP consists of four (4) Permanent Household Hazardous Waste Collection Facilities (PHHWCF), thirty-six (36) Temporary Household Hazardous Waste Collection Facilities (THHWCF), and three (3) Antifreeze, Battery, Oil and Paint (ABOP) Facilities. It is the intent of the RCDWR to discontinue some of the THHWCF as additional PHHWCF are established.

Another goal of HWI Program is to prevent illegal disposal of hazardous waste at seven RCDWR-operated landfills and properly managed hazardous waste discovered through random inspections. HWI Program staff randomly inspect incoming waste loads for the presence of unacceptable waste including hazardous waste. RCDWR requires the responsible party to properly manage and dispose of hazardous wastes found through random inspections. If the responsible party cannot be determined, RCDWR is considered the generator of the hazardous waste. RCDWR presumes these wastes are disposed by residents or Very Small Quantity Generator Program and manages the wastes as HHW. The Lamb Canyon's Central Accumulation Facility (CAF) is permitted as a PHHWCF and Load Check Program consolidation site. All HHW at the landfills are transported to CAF by HWI Program for consolidation.

A new goal of the RCDWR HHW Program is participating in the California Architectural Paint Recovery Program also known as PaintCare since June 2013. RCDWR currently has a direct agreement with PaintCare, this program is established at all THHWCF, PHHWCF and ABOP facilities and will continue to be implemented at any future HHW THHWCF, PHHWCF and ABOP facilities.

Program Outcome

The Contractor will conduct Temporary Household Hazardous Waste Collection Facility (THHWCF) events and supply, support services including labor, recycling and disposal for the County's Permanent Collection Household Hazardous Waste Collection Facilities (PHHWCF) and Antifreeze, Battery, Oil and Paint (ABOP) Collection Facilities. Details of these operations and Contractor responsibilities are described in the Scope of Services.

The Contractor will also be utilized for transportation, recycling and disposal of household hazardous waste generated through the County's current solid waste landfill Load Check Program (LLCP) and provide contract services for the County's Very Small Quantity Generator (VSQG) program for qualified small businesses in the County.

Temporary Household Hazardous Waste Collection Facility (THHWCF)

RCDWR holds up to thirty six (36) THHWCF events annually between August and May. THHWCF event hours are from 9:00 a.m. to 2:00 p.m. on Saturdays. Some THHWCF events may be operated for a two-day period (Friday and Saturday or Saturday and Sunday, consecutively). Multiple THHWCF events may be operated on the same day (see the HHW Schedule for calendar year 2018, Table 1, Section 1.2 in Terms and Conditions Document).

Each THHWCF is operated under a Permit-By-Rule (PBR) authorization received from the Riverside County Certified Unified Program Agency (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 EPA ID numbers, PBR authorizations, approval to use all County-owned and non-County owned sites, and complete notifications to local agencies as necessary.

Contractor shall provide all personnel, vehicle, and equipment to set up and operate a THHWCF event. Contractor shall be responsible for traffic control, unloading, waste collection, characterization, segregation, testing, bulking, packaging, and transportation to an authorized and permitted Treatment, Storage and Disposal Facility (TSDF) or an approved recycling facility at the end of the THHWCF event. The Contractor shall operate and manage all aspects of THHWCF in accordance with all applicable laws as well as permits and property-use agreements issued to RCDWR for THHWCF events. RCDWR staff will screen the HHW for acceptance from County residents at each facility location to insure no unauthorized materials are accepted.

The Contractor shall provide and maintain all necessary equipment, supplies and services to operate a safe and organized THHWCF event including but not limited to:

1. Required PBR, warning signs, and traffic signs
2. Scales
3. Spill Kits
4. Hazardous waste containers, waste packaging materials, labels and shipping documents
5. Emergency eyewash, showers and decontamination equipment
6. Tables, tents, shade covers, chairs, plastic sheeting, and carts
7. Certified fire extinguishers
8. Traffic control devices, barricades and delineators
9. Refuse bins and disposal services Portable toilet and hand washing facilities
10. Material handling equipment (i.e. forklift, roll-off bins, etc.)
11. Personal Protective Equipment (PPE) for contract staff
12. And any other equipment required by law or deemed suitable for the THHWCF activities.

The contractor's the equipment and materials should be included in the fixed per car rate, located in (Exhibit B). If RCDWR identifies needed equipment and materials not listed in the Payment Schedule and requests the CONTRACTOR to provide said equipment and materials, the CONTRACTOR will provide said equipment and materials at no additional cost to RCDWR. RCDWR reserves the right to accept or reject any and all CONTRACTOR's requests for RCDWR to supply materials or to provide assistance.

At the end of the event the CONTRACTOR shall transport all collected hazardous waste to facilities authorized to accept it in accordance with all applicable laws. No waste shall stay at the THHWCF longer than 144 hours (per regulatory requirements). Waste Handling is further discussed below.

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

RCDWR reserves the right to exclude any waste stream from management under any contract. Waste streams collected at the THHWCF events currently being excluded and managed by the RCDWR outside of the current HHW contract include Electronic Waste (including CRTs and Consumer Electronic Devices), sealed and automotive lead-acid batteries, rechargeable batteries, compressed gas cylinders, five-gallon

propane cylinders, and fire extinguishers.

Permanent Household Hazardous Waste Collection Facility (PHHWCF)

RCDWR currently operates three (3) PHHWCFs. PHHWCF locations and the hours of operations are summarized below:

1. Lake Elsinore PHHWCF located at 512 North Langstaff Street, Lake Elsinore, CA 92530
 - 1.1. Open first Non-holiday weekend Saturday of the month from 9:00 a.m. to 2:00 p.m.
2. Agua Mansa PHHWCF located at 1780 Agua Mansa Road, Jurupa Valley, CA 92509
 - 2.1. Open Non-holiday weekend Saturdays from 9:00 a.m. to 2:00 p.m.
3. Palm Springs PHHWCF located at 1100 Vella Road, Palm Springs CA 92264
 - 3.1. October through May, open Non-holiday Saturdays from 9:00 a.m. to 2:00 p.m.
 - 3.2. June through September, open Non-holiday Saturdays from 9:00 a.m. to 2:00 p.m.

Construction of a fourth PHHWCF (Lamb Canyon) is currently underway at Lamb Canyon Landfill located at 16411 Lamb Canyon Road, Beaumont, CA 92223. This new PHHWCF will be open every third non-holiday weekend Saturday of the month from 9:00 a.m. to 2:00 p.m. This new PHHWCF will replace the existing Central Accumulation Facility for the Hazardous Waste Inspection (Load Check) program and store HHW from both HHWCP and HWI Program.

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. With the assistance from the Contractor, RCDWR will obtain all EPA ID numbers, all PBR authorizations, approval to use all County-owned and non-County-owned facilities, and complete notifications to local agencies as necessary.

Typical HHW, electronic waste, sharps and medication (non-controlled substances) waste will be accepted at all PHHWCF. Asbestos, treated wood, site remediation and business wastes shall not be accepted at any PHHWCF. RCWDR staff will screen each participant to determine service eligibility and record participant's information.

Contractor shall provide all personnel to set up and operate the facility. Contractor shall be responsible for unloading, waste collection, characterization, segregation, testing, bulking, packaging, and transportation to an authorized and permitted Treatment, Storage and Disposal Facility (TSDF) or an approved recycling facility. The Contractor shall operate and manage all aspects of PHHWCF in accordance with all applicable laws as well as permits and property-use agreements issued to RCDWR for the PHHWCF. RCDWR staff will screen the HHW for acceptance from County residents at each facility location to insure no unauthorized materials are accepted.

Contractor shall provide all personnel to set up and operate the facility. Contractor shall be responsible for waste collection, characterization, segregation, testing, bulking, packaging, and transportation to an authorized and permitted Treatment, Storage and Disposal Facility (TSDF) or an approved recycling facility. The Contractor shall operate and manage all aspects of PHHWCF in accordance with all applicable laws as well as permits and property-use agreements issued to RCDWR for the PHHWCF.

RCDWR shall provide and maintain the following supplies, equipment and services at the PHHWCF:

1. Required PBR signs, warning signs, and traffic signs

2. Scales
3. Spill Kits
4. Emergency eye wash/showers and decontamination equipment
5. Tables, tents, shade covers, chairs, and carts
6. Certified fire extinguishers
7. Traffic control devices, barricades and delineators
8. Refuse bins and disposal services
9. Portable toilet and hand washing facilities
10. Material handling equipment (i.e. forklift, roll-off bins, etc.)
11. Personal Protective Equipment (PPE) for contract staff

The Contractor shall provide and maintain the following supplies and equipment at all PHHWCF:

1. Necessary hazardous waste identification and categorization equipment
2. Hazardous waste containers, waste packaging materials, labels and shipping documents
3. Floor covering (impermeable plastic sheeting).
4. Portable toilet and hand washing facilities (only at Lake Elsinore PHHWCF) for contract staff
5. Personal Protective Equipment (PPE) for contract staff
6. Forklift and operator (only at Lake Elsinore PHHWCF)
7. Hazard Categorization Kit

RCDWR reserves the right to accept or reject any and all Contractor's requests for RCDWR to supply materials or to provide assistance not listed above.

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

RCDWR reserves the right to exclude any waste stream from management under any contract. Waste streams collected at the PHHWCF events currently being excluded and managed by the RCDWR outside of the current HHW contract include Electronic Waste (including CRTs and Consumer Electronic Devices), sealed and automotive lead-acid batteries, rechargeable batteries, compressed gas cylinders, five-gallon propane cylinders, and fire extinguishers. These waste types should be included in the contractors pricing.

1. Lake Elsinore PHHWCF

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

Antifreeze, Battery, Oil and Paint (ABOP) Collection Facility

RCDWR currently operates three (3) ABOP facilities. ABOP facility locations and the hours of operations are summarized below.

1. Murrieta ABOP located at 25315 Jefferson Avenue, Murrieta, CA 92562
 - 1.1. Open non-holiday weekend Saturdays from 9:00 am to 2:00 pm
2. Moreno Valley ABOP located at 31125 Ironwood Avenue, CA 92555
 - 2.1. Open Monday through Saturday from 6:00 am to 4:30 pm
3. Beaumont ABOP located at 16411 Lamb Canyon Road, Beaumont, CA 92223
 - 3.1. Open Monday through Saturday from 6:00 am to 4:30 pm

All RCDWR operated ABOP Facilities are 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. RCDWR will maintain all notifications and authorizations for the facility.

RCDWR will arrange for, trash collection and restroom facilities at all ABOP facilities and will provide and maintain the following necessary supplies and services at all ABOP Facilities:

1. Floor covering (impermeable plastic sheeting/tarps)
2. Personal Protective Equipment (PPE) for contract staff.
3. Required PBR signs, warning signs, and traffic signs
4. Scales
5. Spill Kits
6. Emergency eye wash/showers
7. Shade covers, chairs, office
8. Traffic control devices barricades and delineators
9. Refuse bins and disposal services
10. Toilet and hand washing facilities
11. Aboveground storage tanks (AGST)
12. Utilities
13. Information brochures
14. Certified fire extinguishers
15. Hazard Categorization Kit

RCDWR reserves the right to accept or reject any and all CONTRACTOR's requests for RCDWR to supply materials or to provide assistance not listed above.

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

RCDWR reserves the right to exclude any waste stream from management under any contract. Waste streams collected at ABOP facilities currently being excluded and managed by RCDWR outside of the current HHW contract include sealed and automotive lead acid batteries, rechargeable batteries, smoke detectors, used oil and antifreeze.

1. Murrieta ABOP

- 1.1 The CONTRACTOR shall provide one or two personnel as determined by RCDWR to assist the RCDWR staff in the operation of the facility. RCDWR staff will screen each participant to determine service eligibility and record participant's information. CONTRACTOR staff shall unload, sort, bulk and package all ABOP wastes. Only Latex paint, oil-based paint, used oil, oil filter, antifreeze, cooking oil, household batteries, automotive and sealed lead-acid batteries will be accepted at the Murrieta ABOP. Any other HHW and business wastes shall not be accepted. The CONTRACTOR shall operate and manage all aspects of Murrieta ABOP in accordance with all applicable laws as well as permits and property-use agreements issued to RCDWR for Murrieta ABOP.
- 1.2 The CONTRACTOR shall provide hazardous waste containers, waste packaging material, pre-printed labels, shipping documents, and transportation and disposal of hazardous waste collected by the Murrieta ABOP in accordance with applicable law.

2. Moreno Valley and Beaumont ABOP

- 2.1 RCDWR will be responsible for the operations of Moreno Valley and Beaumont ABOP including waste collection, characterization, segregation, testing, bulking, and packaging.
- 2.2 The CONTRACTOR shall provide hazardous waste containers, waste packaging material, pre-printed labels, shipping documents, and transportation and disposal of hazardous waste collected by the Moreno Valley and Beaumont ABOP in accordance with applicable law.

3. Paint Care Program

- 3.1 RCDWR has an executed Agreement with Paint Care the California Paint Architectural Recovery Program. However, RCDWR authorizes the CONTRACTOR to establish all HHW program collection locations as part of the PaintCare 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.
- 3.2 The CONTRACTOR shall maintain the agreement with Paint Care through the duration of the contract term with the RCDWR. CONTRACTOR shall ensure all Paint Care program products as

listed in <https://www.paintcare.org/wp-content/uploads/docs/xx-program-products-list.pdf> are processed through the Paint Care program to ensure the greatest possible savings to RCDWR.

Materials Reuse Program (MRP)

RCDWR has established a Materials Reuse Program (MRP) at Lake Elsinore, Agua Mansa, and Palm Springs PHHWCF. RCDWR may add additional MRP to other PHHWCF or ABOP facilities as authorized by the Permit-by-Rule regulations or variance including, but not limited to the operation of such program. The MRP will comply with the regulatory requirements including a written Quality Assurance Plan, waiver of liability, and inventory form for materials reused.

CONTRACTOR shall screen, identify and separate incoming HHW for the MRP at both PHHWCF and THHWCF in accordance with the Quality Assurance Plan. MRP materials are available to both RCDWR and CONTRACTOR staff.

Very Small Quantity Generators (VSQGs)

RCDWR has established a Very Small Quantity Generator (VSQG) Program on a cost recovery basis. RCDWR staff will screen businesses to ensure it is a VSQG as defined in the California Health and Safety Code, Section 25218.1 and Code of Federal Regulation 40, Section 261.5; provide businesses transportation procedures and guidelines; schedule drop-off appointments. RCDWR staff will unload, sort, bulk and package all VSQG waste at approved PHHWCF sites. The CONTRACTOR shall provide transportation and disposal of hazardous waste collected by the VSQG program in accordance with applicable law. The collection of VSQG waste will be on days that the PHHWCF is not open to residents for HHW collection

Hazardous Waste Inspection (HWI/Load Check)

RCDWR operates a Hazardous Waste Inspection Program at six active solid waste landfills located in Riverside County. RCDWR is responsible for packaging the HHW generated by the HWI Program. Periodically, HWI Program staff transport these HHW to the Central Accumulation Facility (CAF) located at 16411 Lamb Canyon Road, Beaumont, CA 92223 for consolidation.

The CONTRACTOR shall provide hazardous waste containers, waste packaging material, pre-printed labels, inventory forms for lab-packed wastes, shipping documents, and transportation and disposal of hazardous waste collected by HWI Program at the CAF in accordance with applicable law.

The PHHWCF transportation and disposal pricing will also be extended to the Load Check program as detailed in (Exhibit B) – Compensation Schedule.

1. Technical Assistance

- 1.1 The Contractor shall provide at no additional cost to RCDWR technical assistance to RCDWR staff, as required, in determining proper D.O.T shipping name, UN number, hazard category and packing group.
- 1.2 The CONTRACTOR shall provide initial and annual training to RCDWR staff on packaging requirements to ensure RCDWR conformance with the CONTRACTOR's and Treatment, Storage,

and Disposal Facility's waste acceptance criteria at no additional cost to RCDWR.

Door-to-Door (DTD) Collection Program

RCDWR may implement a Door-to-Door (DTD) collection service for residents who are elderly and/or disabled without the ability to transport HHWs. RCDWR will manage all aspects of the DTD Program. RCDWR will transport all HHW collected by the DTD Program to the nearest PHHWCF for consolidation. This would be a request-based service therefore the total number of residents served annually is anticipated to be very low.

Hazardous Waste Handling

HHW collected at all PHHWCF, THHWCF, and ABOP facilities shall be managed in accordance with the following:

1. Notifications and/or CUPA-authorized Permit-by-Rules
2. Property-use agreements issued to RCDWR
3. Health and Safety and Operations Plan
4. RCDWR Waste Management Plan
5. Storm Water Pollution Prevention Plan
6. Code of Federal Regulations, Title 49
7. All other applicable federal, state, and local laws and regulations

Bulking of automotive oil, cooking oil, antifreeze and latex paint is permitted 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 RCDWR. Bulking of wastes other than that which is specified in the Permit-By-Rule application will not be permitted by RCDWR. The exception would be for leaking containers on an emergency/contingency basis

The CONTRACTOR is responsible for all waste categorization and shall provide equipment and materials necessary to properly categorize unknown chemical waste for transportation and disposal at all PHHWCF, THHWCF and the ABOP sites. The CONTRACTOR shall ensure all HHW collected are properly packaged, marked, labeled for transportation in conformance with all applicable laws and regulations.

Hazardous Waste Transportation

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 RCDWR.

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.

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.

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.

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.

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.

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.

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.

RCDWR reserves the right to keep possession of HHW collected at THHWCF events and transport to RCDWR PHHWCF for consolidation and management if it is more cost effective for RCDWR.

Personnel

Staffing at All Sites

1. CONTRACTOR shall provide sufficient and qualified personnel to operate each THHWCF event, PHHWCF site and ABOP site and as well as meeting any requirements of this Contract. 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:

- 1.1 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 RCDWR employee). PM must have the training and ability to take over for RCDWR personnel in the event of an emergency.
- 1.2 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.
- 1.3 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 RCDWR staff.
 - 1.3.1 The CONTRACTOR shall provide a list of CONTRACTOR's staff that will perform services at the PHHWCF, THHWCF, and ABOP facility, and their assigned position to RCDWR a minimum of two (2) business days prior to PHHWCF's, THHWCF's, and ABOP facility's day of operation.
 - 1.3.2 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. RCDWR will make every effort to alert CONTRACTOR seven (7) days in advance of anticipated heavy turnout.
 - 1.3.3 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.
 - 1.3.4 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. CONTRACTOR personnel must be in uniform and have company ID at all times during HHW events.

Training Requirements

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 RCDWR or any regulatory representative.

Training requirements for all CONTRACTOR staff

1. Forty (40) hour Hazardous Waste Operations and Emergency Response (HAZWOPER) or equivalent.

2. Annual HAZWOPER 8 hour refresher training
3. Training requirements applicable to HHW Programs (found in Title 8 and Title 22, California Code of Regulations).
4. Annual respirator fit testing and training for any employee that performs a function where the use of respirators is allowed or required.

Additional training requirements for Project Manager

1. 8 hour Supervisory training for Hazardous Waste Operations
2. HHW project management training
3. Radioactive monitoring and awareness
4. CPR/first aid training
5. Chemist training
6. DOT HM-181 manifest training
7. Bloodborne Pathogens Level 1 training

Additional training requirements for Chemists

1. Hazard waste categorization (Haz-Cat) training
2. Hazardous waste packaging training
3. DOT HM-181 manifest training

Additional training requirements for Technicians

1. Hazardous materials transportation training for employees required to perform this function.
2. Hazardous waste handler training
3. Forklift operator training for employees required to perform this function.
4. Waste packaging training for employees required to perform this function.

Sub-Contractors

If subcontractors are required, the CONTRACTOR must provide RCDWR 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:

1. CONTRACTOR qualifications requirements also apply to subcontractors.
2. CONTRACTOR must provide the County with Certificates of Liability Insurance from subcontractor, naming the County as additional insured with proper endorsements.
3. The CONTRACTOR must verify the subcontractor has all required permits, licenses and insurances to perform work as directed by the CONTRACTOR.
4. Subcontract staff shall only be used when needed to supplement, not replace, existing CONTRACTOR staff that are familiar with the HHW program.
5. 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.

Customer Service and Interaction

The CONTRACTOR's employee and subcontractors shall conduct themselves in a professional and courteous manner at all times. RCDWR's designated representatives may require CONTRACTOR to remove from the work site any employee(s) or subcontractor employee(s) deemed careless, incompetent, or otherwise objectionable for reasonable cause, whose continued employment on the job is considered to be contrary to the best interest of RCDWR.

Personal Protective and Emergency Equipment

1. Contractor Responsibilities

- 1.1 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 RCDWR.
- 1.2 At each THHWCF event and PHHWCF site worked, CONTRACTOR shall provide radio/phone communications so that an emergency response can be activated if necessary.
- 1.3 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.
- 1.4 At each THHWCF event, CONTRACTOR shall provide shade and water in accordance with OSHA regulations.

2. Department Responsibilities

- 2.1 At both PHHWCF and ABOP facilities, RCDWR 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 personnel, the public, the environment.

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:

1. Ensuring files and paperwork are organized and maintained in an orderly fashion.
2. Ensuring spills and splatters are cleaned up immediately.
3. Ensuring plastic visquene sheeting on paved work areas is changed weekly, or as needed, with all holes patched immediately.
4. 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.
5. Ensuring spills and residues on the outside of the bulking containers are wiped off immediately.
6. Ensuring all appropriate labels and markings are legible and securely affixed to the containers as soon as waste is introduced into the container.
7. Ensuring all waste is packaged and stored in appropriate containers and properly secured at the end of the workday.
8. Ensuring all supplies are stored in the correct location within the fenced area of the facility, unless otherwise authorized.

Trash and Restroom Facilities

1. 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
2. RCDWR will provide for refuse bins, refuse disposal services, and restroom facilities at Agua Mansa, Lamb Canyon, Palm Springs PHHWCF and Murrieta ABOP facility. RCDWR will provide for refuse bins and refuse disposal services at Lake Elsinore. The CONTRACTOR shall provide portable toilets and hand washing facilities at Lake Elsinore PHHWCF during the day of operation.

Contractor Administrative Requirements for all Sites

1. CONTRACTOR shall 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. As requested, CONTRACTOR shall 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 Agreement ~~proposal~~.

2. CONTRACTOR shall provide, upon request, 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.
3. CONTRACTOR shall provide, upon request, a flow chart of manifesting procedures from HHW collection events to TSDF showing any intermediary transfer points or storage locations.
4. CONTRACTOR shall provide, upon request, 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.
5. CONTRACTOR shall provide, upon request, 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.
6. CONTRACTOR shall provide, upon request, 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.

Program Record, Documentation, and Plan

The preferred format of program record, documentation, and plan transmitted to the Department shall be electronic.

1. Invoice

- 1.1 CONTRACTOR shall provide separate work order forms for each service response at a THHWCF event, PHHWCF site or ABOP site. Work orders must include complete itemization of all services performed, record of man-hours for THHWCF, PHHWCF and ABOP collection program, quantity of materials used, and volume or number of drum size and waste type shipped. The CONTRACTOR shall submit all completed work orders, shipping documents, any documentation that supports the invoiced items and invoices to the HHW Program Coordinator at james.chen@rivco.org for review/approval/comment and signature prior to processing for payment by the Department.

Send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES
ATTN: ACCOUNTS PAYABLE
14310 FREDERICK STREET

MORENO VALLEY, CA 92553
or email to: wasteaccountspayable@rivco.org

2. Waste Shipment Documents

- 2.1 CONTRACTOR shall accurately complete all shipping documents and provide legible copies of all waste transportation documents to Department staff at close of event or after waste pick-up. RCDWR will designate staff to review and sign all shipping documents on the day of shipment.

3. Waste Profiles

- 3.1 At no additional cost to the RCDWR, the CONTRACTOR shall prepare and keep current waste profiles for all hazardous waste collected through the activities covered under this contract. In the event that waste is collected and has not been profiled, the CONTRACTOR will be responsible for preparing a profile for that particular waste at the time of collection. The CONTRACTOR will provide a copy of each waste profile to RCDWR's review and approval.

4. Waste Management Plan (WMP)

1. RCDWR 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. RCDWR's disposal treatment hierarchy is foremost reuse/recycle, neutralization/treatment, fuel incineration, destructive incineration, and then landfill.
2. The CONTRACTOR shall provide RCDWR a Waste Management Plan (WMP) that provides the following information for RCDWR's approval:
 - 2.1 Treatment method for each HHW listed in the Exhibit B.
 - 2.2 All interim and final TSDF and recycling facilities the CONTRACTOR will utilize for each HHW listed in Exhibit B.
3. The CONTRACTOR shall comply with the RCDWR-approved WMP to fulfill the requirements of any contract unless the CONTRACTOR has requested a change in writing and obtained advance written permission from RCDWR.
4. The CONTRACTOR shall, within ten (10) business days of notification from RCDWR, submit an updated Waste Management Plan and waste profile(s) to RCDWR for any new hazardous waste not listed in Exhibit B for RCDWR's review and approval.

Third Party Waste Acceptance

RCDWR currently participates in manufacturer waste collection programs including, but not limited to, the Thermostat Recycling Corporation program for the collection of mercury thermostats, Cal2Recycle program for rechargeable batteries, and the Architectural Paint Recovery Program.

RCDWR reserves the right to participate in any product reuse and exchange, product stewardship and

extended producer responsibility programs as they become available. CONTRACTOR shall comply with any sorting, storage, labeling, packaging and other similar requirements of any product stewardship and extended producer responsibility programs which RCDFWR decides to participate in.

**EXHIBIT B
COMPENSATION SCHEDULE**

Labor* - Hourly Rate

Position	Standard Hourly Rate	Overtime Hourly Rate	Notes
Project Manager	\$ 49.46	\$ 64.51	Applies to onsite time only
Chemist	\$ 45.16	\$ 59.15	Applies to onsite time only
Technician	\$ 34.41	\$ 45.16	Applies to onsite time only
Laborer	\$ 30.11	\$ 38.71	Applies to onsite time only

*Labor rates shall include all personal protective equipment, such as, respirators, gloves, traffic vests, and any other items necessary to perform activities covered under this contract.

*Any overtime activity performed under this agreement must be pre-approved by the Department Program Coordinator or designee.

Temporary Household Hazardous Waste Collection Facility Staffing Plan

Number of Participants per event day	Total Number of Staff	Project Manager	Chemist	Technician	Laborer
0-75	2 to 5	1	1	0 to 2	0-2
76-150	5 to 8	1	1	2 to 6	1 to 6
151-350	8 to 16	1	2	6 to 8	3 to 5
351-500	16 to 22	1	2	8 to 12	5 to 7
>500	22 to 30	1	3	12 to 18	6 to 10

THHWCF Per-Car-Rate and Fixed Costs

Number of Participants ¹ per event	Cost per Car ²	Notes
0-75	\$50.67	\$3,800 min per day
76-150	\$43.41	\$3,800 min per day
151-350	\$36.77	
351-500	\$35.36	
>500	\$35.36	

This excludes participants that only drop off materials not handled by the CONTRACTOR such as electronic waste, Cathode Ray Tubes, etc.

The THHWCF per-car-rate includes all labor, equipment, supplies, materials, personal protective equipment, and any other items necessary to perform THHWCF activities (excluding the hazardous waste/universal waste transportation and disposal costs).

Pricing for Transportation and Disposal

CONTAINER TYPE

Waste Category	W M *	M *	P 40 yard roll-off box *	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	Disposal/ Recycling Cost per Unit
Acid, Liquid/Solid, Inorganic	DI			N/A	\$247.78	\$196.75	\$158.93	\$73.46	\$228.13	N/A	N/A
Acid, Liquid/Solid, Organic	DI			N/A	\$247.78	\$196.75	\$158.93	\$73.46	\$228.16	N/A	N/A
Aerosols	DI			N/A	\$231.32	\$184.41	\$149.06	\$68.52	\$211.67	\$610.00	N/A
Antifreeze	R			N/A	\$82.02	\$97.02	\$86.35	\$25.71	N/A	N/A	N/A
Asbestos - friable	LF			N/A	\$165.50	\$135.04	\$109.57	\$48.77	N/A	\$480.95	N/A

CONTAINER TYPE

Waste Category	W	M	M*	P	40 yard roll-off box	Cubic Meter	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	Disposal/ Recycling Cost per Unit
Basic, Liquid, Solid, Inorganic	DI				N/A	N/A	\$247.78	\$196.75	\$158.93	\$73.46	\$228.13	N/A	N/A
Basic, Liquid, Solid, Organic	DI				N/A	N/A	\$247.78	\$196.75	\$158.93	\$73.46	\$228.13	N/A	N/A
Batteries, Lead Acid	R				N/A	N/A	0.00	0.00	0.00	0.00	N/A	0.00	0.00
Butane Lighters	DI				N/A	N/A	N/A	N/A	N/A	\$162.48	N/A	N/A	N/A
Butane Lighters	FI				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Compressed Gas Cylinders: MAPF/gas	FI				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$30 ea. lecture or size cylinder
Compressed Gas Cylinders: CFCs	R				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$55 ea. lecture or size cylinder
Crushed Broken Fluorescent Tubes	R				N/A	N/A	\$385.44	N/A	N/A	N/A	\$365.79	N/A	N/A
Neutral Oxidizer	DI				N/A	N/A	\$308.13	\$242.02	\$195.15	\$91.56	N/A	N/A	N/A
Cyanide, Liquid/Solid	DI				N/A	N/A	N/A	N/A	N/A	\$162.48	N/A	N/A	N/A
Empty Drum, Non-RCRA (greater than 5 gallon in size)	R				N/A	N/A	\$38.40	\$28.80	\$23.04	\$11.52	N/A	N/A	N/A
Flammable Liquid	DI				N/A	N/A	\$214.86	\$172.07	\$139.18	\$63.58	\$195.21	N/A	N/A

CONTAINER TYPE

Waste Category	W M *	M * roll-off	P 40 yard	Cubic Meter	Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	Disposal/Recycling Cost per Unit
Flammable Liquid, Toxic	DI	N/A	N/A	\$247.78	\$196.75	\$158.93	\$73.46	\$228.13	N/A	N/A	N/A	N/A
Flammable Solid	DI	N/A	N/A	\$248.78	\$196.75	\$158.93	\$73.46	\$605.00	N/A	N/A	N/A	N/A
Freon (aerosol can size)	DI	N/A	N/A	\$246.60	\$220.45	\$185.09	\$75.08	\$211.68	N/A	N/A	N/A	N/A
Fusee (Road Flares)	DI	N/A	N/A	N/A	N/A	N/A	\$196.34	N/A	N/A	N/A	N/A	N/A
Latex Paint (PaintCare Approved)	R	N/A	N/A	0.00	N/A	N/A	N/A	N/A	0.00	0.00	0.00	0.00
Latex Paint (Not Accepted by Paint Care)	DI	N/A	N/A	N/A	N/A	N	N/A	\$464.89	N/A	N/A	N/A	N/A
Latex Paint, PCB Contaminated	DI	N/A	N/A	\$531.71	\$434.29	\$356.16	\$160.62	N/A	N/A	N/A	N/A	N/A
Lead Paint Waste	DI	N/A	N/A	\$326.17	\$280.13	\$232.83	\$98.95	\$291.24	N/A	N/A	N/A	N/A
MAPP Gas Cylinders	R	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$15.00
Mercury Compounds	DI	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$20/lb. with \$500 minimum charge per drum
Mercury Compounds	N	N/A	N/A	N/A	N/A	N/A	\$478.40	N/A	N/A	N/A	N/A	N/A
Mercury, containing devices	R	N/A	N/A	N/A	N/A	N/A	\$478.40	N/A	N/A	N/A	N/A	N/A

CONTAINER TYPE

Waste Category	W	M	M*	P	40	yard	Meter	Cubic	Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	Disposal/ Recycling Cost per Unit	
Nitric Acid	N					N/A				\$308.13	\$242.02	\$195.15	\$91.56	N/A	N/A	N/A	
Non PCB Ballasts/Transformers	R					N/A				\$295.97	\$257.48	\$214.72	\$89.89	N/A	N/A	N/A	
Non RCRA Liquids/Solids	DI					N/A				\$247.78	\$196.78	\$158.93	\$73.46	\$225.13	\$465.32	N/A	
	LF					N/A				\$176.47	\$143.27	\$116.15	\$52.06	\$156.81	\$341.04	N/A	
Non-RCRA Semi-Solids	DI					N/A				\$247.78	\$196.75	\$158.93	\$73.46	\$228.13	\$465.32	N/A	
	LF					N/A				\$176.47	\$143.27	\$116.15	\$52.06	\$156.81	\$341.04	N/A	
Non-RCRA Oily Liquids/Solids	DI					N/A				\$247.78	\$196.75	\$158.93	\$73.46	\$228.13	\$465.32	N/A	
	LF					N/A				\$176.47	\$143.27	\$116.15	\$52.06	\$156.81	\$341.04	N/A	
Oil Filters	R					N/A				\$125.91	\$93.90	\$76.65	\$32.31	\$90.99	N/A	N/A	
Oil Base Paint (Paint Care Approved)	DI					0.00				0.00	0.00	0.00	0.00	N/A	0.00	0.00	
Oil Base Paint (Non-PaintCare)	DI					N/A				N/A	N/A	N/A	N/A	N/A	\$464.89	N/A	
Organic Peroxide, Type D,	DI					N/A				N/A	N/A	N/A	\$155.92	N/A	N/A	N/A	

CONTAINER TYPE

Waste Category	W M*	M*	P 40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	Disposal/ Recycling Cost per Unit
Liquid/Solid											
Oxidizing Liquid/Solid, Acidic	DI	N/A	N/A	N/A	\$308.13	\$242.02	\$195.15	\$91.56	N/A	N/A	N/A
Oxidizing Liquid/Solid, Basic	DI	N/A	N/A	N/A	\$308.13	\$242.02	\$195.15	\$91.56	N/A	N/A	N/A
Oxidizing Liquid/Solid, Neutral	DI	N/A	N/A	N/A	\$308.13	\$242.02	\$195.15	\$91.56	N/A	N/A	N/A
PCB Ballast/Transformers	R	N/A	N/A	N/A	\$378.26	\$283.16	\$228.06	\$108.02	N/A	N/A	N/A
Propane Cylinders (BBQ Style)	R	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	30 each cylinder
Propane Cylinders (small Coleman style)	R	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	15 each cylinder

Waste Category	W M M *	P M * *	CONTAINER TYPE								Disposal/ Recycling Cost per Unit	
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB1	CYB2		
Self-Heating Substances	DI		N/A	N/A	N/A	N/A	N/A	N/A	\$162.48	N/A	N/A	N/A
Sharps (Home Generated)	DI		N/A	N/A	\$258.75	\$204.98	\$165.52	\$76.75	N/A	N/A	N/A	N/A
Toxic Liquid, Flammable	DI		N/A	N/A	\$247.78	\$196.75	\$158.93	\$73.46	\$208.46	N/A	N/A	N/A
Toxic/Liquid Solid	DI		N/A	N/A	\$247.78	\$196.75	\$158.93	\$73.46	\$228.13	\$729.62	N/A	N/A
Used Motor Oil	R		N/A	N/A	\$71.61	\$92.42	N/A	N/A	N/A	N/A	N/A	N/A
Used Motor Oil Contaminated with Chlorinated Substances	DI		N/A	N/A	\$166.42	\$160.32	\$136.98	\$51.03	N/A	N/A	N/A	N/A
Used Motor Oil and diesel Mixtures	FI		N/A	N/A	\$158.83	\$154.63	\$132.43	\$48.75	N/A	N/A	N/A	N/A
	DI		N/A	N/A	\$158.83	\$154.63	\$132.43	\$48.75	N/A	N/A	N/A	N/A
Used Motor Oil and diesel Mixtures	R		N/A	N/A	\$155.77	\$152.33	\$130.59	\$47.83	N/A	N/A	N/A	N/A
Water Reactive Liquid/Solid	DI		N/A	N/A	N/A	N/A	N/A	\$162.48	N/A	N/A	N/A	N/A
Universal Waste			40 Yard Roll Off	Cubic Meter Box	55 Gal	30 Gal	16 Gal	5 Gal	CQB	CYB	Disposal \$ per LB	
Batteries –	R		N/A	N/A	N/A	\$369.56	N/A	N/A	N/A	N/A	N/A	N/A

Alkaline											
Batteries – Lithium	R		N/A	N/A	N/A	N/A	N/A	\$132.00	N/A	N/A	N/A
Fluorescent Bulbs (linear foot)	R		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.17
Fluorescent Bulbs - CFL	R		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.85/lb

CONTAINER TYPE

Waste Category	W M M *	P M * *	40 yard roll- off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB1	CYB 2	Disposal/ Recyclin g Cost per Unit
Fluorescent Bulbs – U-Shape	R		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.85/lb
Fluorescent Bulbs - Circular	R		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.85/lb
Crushed Broken Fluorescent Tubes	R		N/A	N/A	\$385.44	\$300.00	\$241.53	\$114.76	\$365.79	N/A	N/A
Light Bulbs - HID	R		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1.65/ lb
Light Bulbs – Mercury Vapor	R		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1.60/lb
Light Bulbs - Neon	R		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$4.53/lb
Light Bulbs – Sodium	R		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1.60/lb

Mercury Containing Devices (specify any exclusions)	R		N/A	N/A	N/A	N/A	N/A	\$478.40	N/A	N/A	N/A
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Key

Waste Management Method (WMM) – R=Recycling, FI = Fuels Incineration, DI = Destructive Incineration, S = Stabilization, N = Neutralization/Treatment, LF = Landfill (See Waste Management Method Definitions per Department of Resources Recycling and Recovery (Cal-Recycle) Form 303 Reporting Requirements.

1 CQB = conquest box/55 gallon fiber board box

2 CYB = cubic yard fiber board box

**Packaging Method (PM) BU = Bulk, LP = Lab pack, LO = Loose Pack, PA = Palletize, EA = Each, BOX = box

Transportation and disposal costs shall be inclusive of the costs of shipping documents; DOT placards, liners, labels and marking; shipping pallets and other packaging materials, transportation, fuel surcharges, and disposal/treatment/recycling cost per each waste type and disposal method. CONTRACTOR will provide information on any special cost, packaging requirements or exemptions allowed by the DOT or CONTRACTOR's TSDFs.

If requested, the CONTRACTOR will define and list provisions affecting the cost for transportation and disposal of the wastes listed. Provisions may include information such as costs on a per length basis with any container requirements, maximum weights per container size, container requirements if the pricing is listed as a cost per pound, or weight to drum size conversion factors. Such provisions may be required to explain situations such as the disposal of mercury containing items, bulk wastes, or fluorescent light tubes.

Pricing for Materials, Supplies, and Miscellaneous Items

Item	Pricing by Container Material Type / Each					Other (specify)	Notes
	Metal		Poly		Fiber		
	New	Recon ¹	New	Recon			
5-gallon drum – open top	\$17.13	N/A	\$10.70	N/A	N/A		
5-gallon drum – closed top	\$17.13	N/A	\$20.34	N/A	N/A		
5-gallon drum – screw top	N/A	N/A	\$10.70	N/A	N/A		

Item	Pricing by Container Material Type / Each						Notes
	Metal		Poly		Fiber	Other	
	New	Recon ¹	New	Recon		(specify)	
16 gallon drum – open top ²	\$68.49	N/A	N/A	\$33.18	N/A		
16 gallon drum – closed top ²	\$62.07	N/A	N/A	\$28.90	N/A		
30 gallon drum open top	\$74.92	N/A	N/A	\$39.60	N/A		
30 gallon drum – closed top	\$84.55	N/A	N/A	\$39.60	N/A		
55 gallon drum – open top	\$53.50	\$53.50	N/A	\$38.53	N/A		
55 gallon drum – closed top	\$39.60	\$39.60	N/A		N/A		
85 gallon drum overpack	\$148.76	N/A	N/A	N/A	N/A		\$186.20/ ea 95g poly Overpack
Cubic Yard Box – DOT					\$68.49		
Cubic Yard Box – Non-DOT					\$38.53		
Fiber Board box (55 gallon)					\$19.27		
Fluorescent light box – 4 foot (small capacity box)					\$9.63		
Fluorescent light box – 4 foot (large capacity box)							\$55.65 per tube
Fluorescent light box – 8 foot (small capacity box)					\$16.06		
Fluorescent light box – 8 foot (large capacity box)							\$41.74 per tube
Absorbent Pads							\$41.50 per case
Ultrasorb (or equivalent spill cleanup absorbent)							\$7.65 per bag
Vermiculite							\$35.67 per bag
Visqueen/Poly Sheeting – 6							\$139.13 per

Item	Pricing by Container Material Type / Each					Notes	
	Metal		Poly		Fiber		Other
	New	Recon ¹	New	Recon			(specify)
mil						roll (10' x 100')	

¹ Recon. - Reconditioned

² Or equivalent size

Supplemental Pricing for Covered Electronics and Miscellaneous E-Waste

Waste Category	Disposal Method	Packaging Method	Price per Pound (indicate payment or charge with + or -)	Notes
Cathode Ray Tubes (CRTs)/ CRT Devices ¹	R	PA		Cost plus 10% + 75% of payout received by Clean Harbors
Consumer Electronic Devices	R	PA		Cost plus 10%
Devices with LCD screens ¹	R	PA		Cost plus 10% + 75% of payout received by Clean Harbors
Computer Processing Unit (CPU)	R	PA		Cost plus 10% + 75% of payout received by Clean Harbors
Laptops	R	PA		Cost plus 10% + 75% of payout received by Clean Harbors
Devices with Plasma Screens ¹	R	PA		Cost plus 10% + 75% of payout received by Clean Harbors

¹ The CONTRACTOR will indicate if the price includes any reimbursement received by the CONTRACTOR for covered electronics and the amount of the reimbursement.

Supplemental Materials Pricing

Supplemental Materials	Unit Cost		Unit of Measure	Notes
Absorbent Pads	\$41.50		per Case	
Cubic Yard Box – used	N/A			
Drum Liners – 5 gallon	\$2.14			
Drum Liners – 16 gallon ¹	\$2.14			
Drum Liners – 30 gallon	\$2.14			
Drum Liners – 55 gallon	\$2.14			
Fiber Board Box Liners – 55 gallon				Included with box
Fiber Board Box Liners – CYB				Included with Box
Equipment/Materials Not Otherwise Specified				
5000 lb forklift rental	437.50	per day	includes mob/demob	
Toilet & Handwashing Station Rental	250.00	per day	includes 2 portable toilets and 1 wash station and and 1 wash station and includes delivery and pickup	
40 CY Trash dumpster rental & disposal services	cost + 10%	per dumpster	includes delivery, rental, pickup & trash transportation and disposal services	

Non-Standard Services (Emergency Response and Other Services)

1. Labor (Emergency Response and Non-Standard)

Position	ER Hourly Rate	ER Overtime Hourly Rate	Notes
Project Manager	\$107.00	\$160.50	Portal to portal
Project Supervisor	\$85.00	\$127.50	Portal to portal
Field Chemist	\$84.00	\$126.00	Portal to portal
Project Administrator	\$85.00	\$127.50	Portal to portal

Field Technician	\$60.00	\$90.00	Portal to portal
Laborers	\$60.00	\$90.00	Portal to portal
Logistics Coordinator	\$107.00	\$160.50	Portal to portal
Emergency Response Technicians	\$60.00	\$90.00	Portal to portal
Safety Supervisor	\$137.00	\$205.50	Portal to portal
Project Consultant	\$110.00	\$165.00	Portal to portal
Other: Equipment Operator _____	\$73.00	\$109.50	Portal to portal, operator only rate

2. Equipment (Emergency Response and Non-Standard)

Equipment	Hourly Rate	ER Minimum Hours	Notes
Emergency Response Truck	\$74.00	4 Hours	
Crew Truck	\$23.00	4 Hours	*non-operated rate
Flatbed Truck – Small	\$32.00	4 Hours	*non-operated rate
Flatbed Truck – Large	\$93.00	4 Hours	*non-operated rate
Roll-off Truck	\$91.00	4 Hours	*non-operated rate
End-Dump	\$87.00	4 Hours	*non-operated rate
Box Van / Bobtail	\$76.00	4 Hours	*non-operated rate
Vacuum Truck – 70 bbl	\$83.00	4 Hours	*non-operated rate
Vacuum Truck – 100+bbl	\$83.00	4 Hours	*non-operated rate
Compactor / Bailer	N/A	4 Hours	N/A
Forklift	\$366.00	8 Hours	2000 lb cap
Pressure Washer / Steam Cleaner	\$104.00	8 Hours	2500 psi
Other: _____	\$20.00	8 Hours	No minimum given, just per day rate

Equipment	Hourly Rate	ER Minimum Hours	Notes
Daily Bin Rental	20.00		per day

3. Material and supplies (Emergency Response and Non-Standard)

Personal Protective Equipment	Hourly Rate Per Person	Other conditions
Level A	\$832 per set	Not Available at hourly rate, price is per set
Level B	\$175 per set w polytvyek	Not Available at hourly rate, price is per set
Level C	\$53 per set polytvyek	Not Available at hourly rate, price is per set
Level D	\$26 per set	Not Available at hourly rate, price is per set

Monitoring Equipment	Hourly Rate	Cost per Tube/Each	Notes
Specific Contaminants (Draeger Pump)		\$26/ tube	\$69/ per day for pump rental, no hourly rate given
Volatile Organics		N/A	\$130/ day, no hourly rate given
Flammable Vaports/O2 (4-gas/LEL)		N/A	\$156/ day, no hourly rate given

Containers	New	Reconditioned	Notes
85 gallon steel drum (Salvage drum)	\$201.00	\$168.00	
85 gallon poly drum (Salvage drum)	\$258.00	N/A	
55 gallon steel drum	\$128.00	N/A	1A1
55 gallon poly drum	\$130.00	N/A	1A2
30 gallon steel drum	\$82.00	\$78.00	1A1
30 gallon poly drum	\$68.00	N/A	1H1
16 gallon steel drum	N/A	N/A	
16 gallon poly drum	\$56.00	N/A	1H2
5 gallon steel drum	\$30.00	N/A	1A1
5 gallon poly drum	\$20.00	N/A	1H2
Other: _____			
Materials and Supplies	Unit Cost	Type (i.e bag, each)	Notes
Vermiculite	\$41.00	per bag	4 cg bag
Other Absorbent	\$11.90	per bag	Bag, Speedy Dry
Plastic Sheeting	\$110.00	per roll	6 mil, 20' x 100', per roll
"Haz. Cat" Kit Test	\$75.00	each test	Each Test
Other (not specified)			

Optional Services	Unit Cost	Rate Per (Indicate)	Notes
Analytical			Cost + 20%
"HazCat" Analysis	\$75.00	each test	
Container Storage	\$30.00	per drum	per day
Profiling Fees @ Non-Contractor TSDFs			Cost + 20%
Training (Outside Vendor)			

Optional Services	Unit Cost	Rate Per (Indicate)	Notes
HHW Orientation	\$603.75	per session	Quoted rate is estimated rate, actual billing will be at cost + 15% and estimated cost is \$525 per training session up to 5 people, each additional person will cost \$105 each. Assumes the county will provide training facilities and A/V equipment. Course provides overview of HHW operations & requirements and is targeted for personal that oversee or work with HHW programs. Quoted rates based upon training services provided by chempack Environmental al minority owned business
OSHA 1910-120 (40 hours)	\$3,162.50	per training session	Quoted rate is estimated rate, actual billing will be at cost + 15% and estimated cost is \$2,750 per training session up to 5 people, each additional person will cost \$550 each. Assumes the County will provide training facilities and A/V equipment. 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 based upon training services provided by chempack Environmental a minority owned business
40 Hrs Refresher	\$661.25	per training session	Quoted rate is estimated rate, actual billing will be at cost + 15% and estimated cost is \$575 per training session up to 5 people, each additional person will cost \$115 each. Assumes the County will provide training facilities and A/V equipment. Rate is for up to 30 persons maximum. Course provides 8-hour annual refresher training of HHW operations. Quoted rates based upon training services provided by chempack Environmental a minority owned business
DOT HM-126 F	862.50	Per Training Session	Quoted rate is estimated rated, actual billing will be at cost + 15% and estimated cost is \$750 per training session up to 5 people, each additional person will cost \$150 each. Assumes the County will provide training facilities and A/V equipment. Course provides training is for personnel who directly affect hazardous material transport including personnel involved in packing HHW and signing hazardous materials shipping papers. Quoted rates based upon training services provided by Chempack Environmental.

Optional Services	Unit Cost	Rate Per (Indicate)	Notes
HM-126 Refresher	\$862.50	per training session	Quoted rate is estimated rate, actual billing will be at cost + 15% and estimated cost is \$750 per training session up to 5 people, each additional person will cost \$150 each. Assumes the County will provide training facilities and A/V equipment. 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 based upon training services provided by Chempack Environmental a minority owned business
Lab Packing	\$603.75	per training session	Quoted rates is estimated rate, actual billing will be at cost + 15% and estimated cost is \$525 per training session up to 5 people, each additional person will cost \$105 each.. Assumes the County will provide training facilities and A/V equipment. Course provides overview of HHW operations & requirements and is targeted for personal that oversee or work with HHW programs. Quoted rates based upon training services provided by Chempack Environmental a minority owned business.
All other training not specified			Case By Case
Media Assistance			Case By Case
Planning / Manual Development (by request)			Case by Case

4. Supplemental Pricing Format for Unacceptable HHW's

Waste Category	Disposal Method (Contractor will Specify)	Packaging Method (Contractor will Specify)	Price per Container Size					
			5 gal	16 gal	30 gal	55 gal	CQB	CYB
Radioactive (low level)	N	LP	N/A	N/A	N/A	CBC	N/A	N/A
Ammunition	N	LO	N/A	N/A	N/A	CBC	N/A	N/A
Explosive devices and chemicals	N	LP	N/A	N/A	N/A	CBC	N/A	N/A

Waste Category	Disposal Method (Contractor will Specify)	Packaging Method (Contractor will Specify)	Price per Container Size					
			5 gal	16 gal	30 gal	55 gal	CQB	CYB
Non-Friable Asbestos	LF	LO	N/A	N/A	N/A	\$161.79	N/A	\$332.19
Marine Flares	DI	LP	N/A	N/A	N/A	CBC	N/A	N/A
Medical Waste	DI	LO	\$85.20	\$170.40	N/A	N/A	N/A	N/A
Contaminated Soils	DI	BU	N/A	N/A	N/A	\$417.39	N/A	N/A
Mercury, Elemental	N	LP	467.48	CBC	CBC	CBC	CBC	CBC
Sharps (Home Generated)	Autoclave	LO	N/A	N/A	N/A	78.99	N/A	N/A
Non DEA Non RCRA Medicine	DI	LO	87.20	186.42	231.11	293.58	254.27	N/A
Batteries – Alkaline	LF	LO	N/A	N/A	N/A	369.56	N/A	N/A
Batteries, Lead Acid (Broken Batteries)	R	PA	\$0.45/lb with \$45 minimum per 5g	\$0.45/lb with \$90 minimum per 16g	\$0.45/lb with \$112.50 minimum per 30g	\$0.45/lb with \$150 minimum per 55	\$0.45 with \$150 minimum per 55	\$0.45/lb with \$450 minimum per CYB

Unacceptable HHWs – Large and Small High Pressure Compressed Gas Cylinders

CONTRACTOR will provide separate transportation and disposal pricing for large high pressure compressed gas cylinders and small compressed gas cylinders, excluding BBQ style propane cylinders, small Coleman style propane cylinders and MAPP gas cylinders.

5. Gas Cylinders Pricing

Pressurized Gas	Disposal	Transportation and Disposal Rate				
		3" x 13" Lecture	4" x 24" Small	12" x 36" Medium	10" x 52"	16" x 54" X-Large
Acetylene	R	\$ 100.00	\$ 100.00	\$ 135.00	\$ 285.00	\$ 300.00
Ammonia	N or DI	\$ 200.00	\$ 340.00	\$ 510.00	\$ 908.00	\$ 1,305.00
Butane	DI	\$ 210.00	\$ 350.00	\$ 525.00	\$ 920.00	\$ 1,400.00
Carbon Dioxide	R or LF	\$ 68.00	\$ 75.00	\$ 90.00	\$ 150.00	\$ 185.00

Chlorine	N or DI	\$ 200.00	\$ 340.00	\$ 510.00	\$ 908.00	\$ 1,305.00
Freon	R	\$ 55.00	\$ 55.00	\$ 85.00	\$ 210.00	\$ 250.00
Dichlorofluoromethane	DI	\$ 210.00	\$ 350.00	\$ 525.00	\$ 920.00	\$ 1,400.00
Hydrogen	DI	\$ 210.00	\$ 350.00	\$ 525.00	\$ 920.00	\$ 1,400.00
Methane	DI	\$ 210.00	\$ 350.00	\$ 525.00	\$ 920.00	\$ 1,400.00
Nitrogen	R or LF	\$ 68.00	\$ 75.00	\$ 90.00	\$ 150.00	\$ 185.00
Oxygen	R or LF	\$ 68.00	\$ 75.00	\$ 90.00	\$ 150.00	\$ 185.00
Propylene	R	\$ 30.00	\$ 30.00	\$ 85.00	\$ 210.00	\$ 250.00
Propane	R	N/A			\$ 210.00	\$ 250.00

Waste Management Method (WMM) – R=Recycling, FI = Fuels Incineration, DI = Destructive Incineration, S = Stabilization, N = Neutralization/Treatment, LF = Landfill (See Waste Management Method Definitions per Department of Resources Recycling and Recovery (Cal-Recycle) Form 303 Reporting Requirements.

6. Disposal/Recycling Facility

Waste Category	WMM	Interim Receiving Facility	Disposal/Recycling Facility
Acidic, Liquid/Solid, Inorganic	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Acidic, Liquid/Solid, Organic	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Aerosols	DI	Clean Harbor Wilmington	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Antifreeze	R	Clean Harbor Wilmington	Demmeno Kerdoon
Asbestos – friable	LF	Clean Harbor Wilmington or Buttonwillow	Clean Harbors Buttonwillow
Basic, Liquid. Solid, Inorganic	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Basic, Liquid. Solid, Organic	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Batteries, Lead Acid	R	Interstate Batteries or Clean Harbors Wilmington	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado

Waste Category	WMM	Interim Receiving Facility	Disposal/Recycling Facility
Butane Lighters	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Butane Lighters	FI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Compressed Gas Cylinders: MAPP /gas	FI	Clean Harbor Wilmington	Cylinder Depot or AAA Propane
Compressed Gas Cylinders: CFCs	R	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball or Deer Park
Crushed Broken Fluorescent Tubes	R	Clean Harbor Wilmington	Lighting Resources or WM Lamp Tracker
Neutral Oxidizer	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Cyanide, Liquid/Solid	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Empty Drum, Non-RCRA (greater than 5 gallon in size)	R	Clean Harbor Wilmington	Industrial Container Services or Clean Harbors Buttonwillow
Flammable Liquid	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Flammable Liquid, Toxic	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Flammable Solid	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Freon (aerosol can size)	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Fusee (Road Flares)	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Latex Paint (Paint Care Approved)	R	Clean Harbor Wilmington	Amazon Environmental or Acrylatex
Latex Paint (Not Accepted by Paint Care)	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Latex Paint, PCB Contaminated	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Lead Paint Waste	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado

Waste Category	WMM	Interim Receiving Facility	Disposal/Recycling Facility
MAPP Gas Cylinders	R	Clean Harbor Wilmington	Cylinder Depot
Mercury Compounds	DI	Clean Harbors Wilmington or Phoenix	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Mercury Compounds	N	Clean Harbors Wilmington or Phoenix	Bethlehem Apparatus
Mercury, Elemental and devices	R	Clean Harbors Wilmington or Phoenix	WM Mercury Waste Solutions
Nitric Acid	N	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Non PCB Ballasts/Transformers	R/LF	Clean Harbor Wilmington or Kimball	WM Lamp tracker or Clean Harbors Grassy Mountain
Non RCRA Liquids/Solids	DI/LF	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park Buttonwillow or Lone Mountain
Non-RCRA Semi-Solids	DI/LF	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park Buttonwillow or Lone Mountain
Non-RCRA Oily Liquids/Solids	DI/LF	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park Buttonwillow or Lone Mountain
Oil Filters	R	Clean Harbor Wilmington	Filter Recycling Services or Thermo Fluids Inc.
Oil Base Paint (PaintCare Approved)	FI/DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Organic Peroxide, Type D, Liquid/Solid	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Oxidizing Liquid/Solid, Acidic	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Oxidizing Liquid/Solid, Basic	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Oxidizing Liquid/Solid, Neutral	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
PCB Ballast/Transformers	R/LF	Clean Harbor Kimball	WM Lamp Tracker or Clean Harbors Grassy Mountain,

Waste Category	WMM	Interim Receiving Facility	Disposal/Recycling Facility
			Kimball or Aragonite
Propane Cylinders (BBQ Style)	R	Clean Harbor Wilmington	Cylinder Depot or AAA Propane
Propane Cylinders (small Coleman style)	R	Clean Harbors Wilmington	Cylinder Depot or AAA Propone
Self-Heating Substances	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Sharps (Home Generated)	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aargonite
Sharps (Home Generated)	Autoclave	Clean Harbors Wilmington	Medical Waste Services
Toxic Liquid, Flammable	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Toxic/Liquid Solid	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Used Motor Oil	R	Clean Harbors Wilmington	Liquid Environmental Services
Used Motor Oil Contaminated with Chlorinated Substances	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Used Motor Oil and diesel Mixtures	FI/DI/R	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Water Reactive Liquid/Solid	DI	Clean Harbor Wilmington or Kimball	Clean Harbors Aragonite, Kimball, Deer Park or El Dorado
Batteries – Alkaline	R/LF	Clean Harbors Wilmington	Battery Solutions, LLC
Batteries – Lithium	R	Clean Harbors Wilmington	Big Green Box via Kinsbursky
Fluorescent Bulbs (linear foot)	R	Clean Harbors Wilmington	Lighting Resources
Fluorescent Bulbs - CFL	R	Clean Harbors Wilmington	Lighting Resources
Fluorescent Bulbs – U-Shape	R	Clean Harbors Wilmington	Lighting Resources
Fluorescent Bulbs - Circular	R	Clean Harbors Wilmington	Lighting Resources
Crushed Broken Fluorescent Tubes	R	Clean Harbors Wilmington	Lighting Resources or WM Lamp

Waste Category	WMM	Interim Receiving Facility	Disposal/Recycling Facility
			Tracker
Light Bulbs - HID	R	Clean Harbors Wilmington	Lighting Resources
Light Bulbs – Mercury Vapor	R	Clean Harbors Wilmington	Lighting Resources
Light Bulbs - Neon	R	Clean Harbors Wilmington	Lighting Resources
Light Bulbs - Sodium	R	Clean Harbors Wilmington	Lighting Resources
Mercury Containing Devices (specify any exclusions)	R	Clean Harbors Wilmington or Phoenix	WM Mercury Waste Solutions

General Pricing Conditions Apply to All Pricing

Assumptions and Considerations

Please find below the general pricing conditions for this contract. These conditions govern all waste streams and generic pricing covered under this contract. These conditions are in addition to specific pricing notes provided on the pricing matrixes.

1. Management of other streams not specified in the disposal matrix will be invoiced at cost +15% or will be quoted on a case by case basis.
2. Special Events pricing will be mutually agreed upon.
3. Beginning June 30, 2018 the EPA began activating the E-Manifest system. The EPA will charge the receiving TSDF a fee per manifest. To cover the cost of the E-Manifest and administrative cost of entering manifest into the system, Clean Harbors will charge \$10 per manifest on every invoice.
4. Container Size Disposal Pricing & Minimum Pricing as a Percent of 55-Gallon Drum Prices Different size container pricing will be priced according to the table below, unless otherwise price in the pricing matrix. These multipliers will be used to calculate per container disposal rates and any applicable minimum disposal charges applied to streams priced by the pound. Odd sizes not covered herein will be priced case-by-case.

Container Size	Container Multiplier*
5 gallon or less	55 gallon price x 0.30
6 gallon – 20 gallon	55 gallon price x 0.60
21 gallon – 30 gallon	55 gallon price x 0.75
31 gallon – 55 gallon	55 gallon price x 1.00
56 gallon – 85 gallon (overpacks)	55 gallon price x 1.45
Cubic Yard Boxes	55 gallon price x 3.50
Tote (<300 gallon)	55 gallon price x 5.00
Tote (300 - 375 gallon)	55 gallon price x 6.30

*Or as otherwise indicated on bid spreadsheet.

5. Quoted rates are based on utilization of Clean Harbors' transportation equipment or Clean Harbors approved transporters.

The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CA RRAA) of 2017 has increased the cost of providing waste management services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2% CA RRAA Fee on every invoice for a California generator. If the RRAA is repealed to remove the fuel taxes and fees enacted in November 2017, then our recovery fee for the RRAA will no longer apply.

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
FIELD PERSONNEL		
Field Technician	HR	\$60.00
Equipment Operator	HR	\$73.00
Foreman	HR	\$73.00
Supervisor	HR	\$85.00
Project Manager	HR	\$107.00
Site Safety Officer	HR	\$137.00
TECHNICAL PERSONNEL		
Chemist	HR	\$84.00
Lead Chemist	HR	\$97.00
Field Inspector	HR	\$60.00
Mechanic	HR	\$71.00
Welder	HR	\$71.00
Field Engineer/Scientist/Geologist	HR	\$78.00
Senior Engineer/Scientist/Geologist	HR	\$88.00
Professional Engineer/LSP	HR	\$110.00
ADMINISTRATIVE/MANAGERIAL PERSONNEL		
On Site Administration	HR	\$48.00
Emergency Response Coordinator	HR	\$92.00
General Manager	HR	\$121.00
PER DIEM / SUBSISTENCE		
Per Diem / Subsistence	DAY	\$179.00

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
HEAVY DUTY TRUCKS		
Box Truck	HR	\$76.00
Dump Truck, 10 Wheel	HR	\$87.00
High Powered Vacuum Truck/Cusco	HR	\$122.00
Rolloff Straightjob	HR	\$83.00
Rolloff Two Can Trailer	HR	\$91.00
Skid Mounted Vacuum System	HR	\$55.00
Tractor Only, No Trailer	HR	\$65.00
Tractor w/Box Van	HR	\$86.00
Tractor w/Dump Trailer	HR	\$86.00
Tractor w/Flatbed/Lowbed Trailer	HR	\$93.00
Tractor w/Liquid Transporter	HR	\$104.00
Tractor w/Rolloff Trailer	HR	\$91.00
Tractor w/Vacuum Trailer	HR	\$107.00
Vactor with Jet Rodder	HR	\$122.00
Vacuum Truck, Straight	HR	\$83.00
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$122.00
* Decontamination of Vacuumed Trucks, Vactors, Cuscos, Trailers, etc. not included		
* Some may require personnel entry, some may be deconned at a local truck wash.		
HYDROEXCAVATION EQUIPMENT		
Hydrovac - Single Drive with Operator & Helper	HR	\$230.00
Hydrovac - Tandem Drive with Operator & Helper	HR	\$255.00
Hydrovac - Tri-Drive with Operator & Helper	HR	\$255.00
Working Boiler / Heating Charge	HR	\$55.00
LIGHT DUTY TRUCK/RESPONSE EQUIPMENT		
Emergency Response Van	HR	\$74.00
Pickup/Van/Car/Crew Cab	HR	\$23.00
Spill Trailer	DAY	\$251.00
Stake Body/Utility Truck	HR	\$32.00
Utility / Support Trailer	DAY	\$171.00
EARTH MOVING EQUIPMENT		
Backhoe Loader, 1 Yard Bucket	HR	\$69.00
Bobcat Loader/Mini Excavator	HR	\$68.00
Excavator, 20-30 Ton	HR	\$88.00
Fork Attachment for Bobcat Loader	DAY	\$51.00
Loader, 2-3 Yard Bucket	HR	\$67.00
Mini Excavator	HR	\$65.00
Sweeper Attachment for Bobcat Loader	DAY	\$124.00

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
ELECTRIC POWER TOOLS		
1/2in Drill, Electric	DAY	\$37.00
Circular Saw, Electric	DAY	\$53.00
Mercury Vacuum	DAY	\$180.00
Reciprocating Saw (Sawzall), Electric	DAY	\$69.00
Wet Vacuum (Shop Vac)	DAY	\$37.00
FIELD ANALYTICAL		
4 Gas/5 Gas Meter	DAY	\$156.00
Bailer & Sampling Equipment	DAY	\$53.00
Draeger Air Monitoring Pump	DAY	\$69.00
Explosion/Oxygen Meter	DAY	\$110.00
Geiger Counter Meter	DAY	\$138.00
Hydrogen Cyanide Meter	DAY	\$114.00
Interface Probe	DAY	\$110.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$449.00
Mercury Vapor Analyzer	DAY	\$230.00
Particulate Meter, Mini Ram or equivalent	DAY	\$110.00
Personal Air Pump Meter	DAY	\$53.00
pH Meter	DAY	\$53.00
PID Meter	DAY	\$110.00
Well Purging/Sampling Pump	DAY	\$53.00
GAS POWERED TOOLS		
Brush Cutter/Power Broom	DAY	\$107.00
Chain Saw	DAY	\$107.00
Cutoff Saw (Demo)	DAY	\$115.00
HOSES/PIPE		
Hose - Chemical, 2 in X 20 ft	DAY	\$32.00
Hose - Chemical, 3 in X 20 ft	DAY	\$45.00
Hose - Chemical, 4 in X 20 ft	DAY	\$59.00
Hose - Flex, 4 in, per ft	FT	\$3.40
Hose - Flex, 6 in, per ft	FT	\$3.40
Hose - Lay Flat, 2 in X 25 ft	DAY	\$24.00
Hose - Lay Flat, 4 in X 25 ft	DAY	\$53.00
Hose - Lay Flat, 6 in X 25 ft	DAY	\$69.00
Hose - Suction, 2 in X 25 ft	DAY	\$27.00
Hose - Suction, 3 in X 25 ft	DAY	\$37.00
Hose - Suction, 4 in X 25 ft	DAY	\$53.00
Hose - Suction, 6 in X 25 ft	DAY	\$76.00
Wash Hose, 1/2in x 50ft	DAY	\$15.00

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
MARINE RESPONSE EQUIPMENT		
Airboat, Single Engine	DAY	\$1,224.00
Airboat, Twin Engine	DAY	\$3,570.00
Boat/Workskiff without Motor	DAY	\$144.00
Brush Skimmer	DAY	\$816.00
Containment Boom - 10" Per Foot Per Day	FT	\$1.82
Containment Boom - 18" Per Foot Per Day	FT	\$2.03
Containment Boom - 24" Per Foot Per Day	FT	\$2.62
Containment Boom - 36" Per Foot Per Day	FT	\$2.94
Drum Skimmer (24in-36in)	DAY	\$639.00
Drum Skimmer, Double Barrel	DAY	\$999.00
Hydraulic Power Pack for Skimmer	DAY	\$224.00
Landing Craft (LCM), 26ft-29ft	DAY	\$969.00
Landing Craft (LCM), 30ft-34ft	DAY	\$1,051.00
Landing Craft (LCM), 35ft-45ft	DAY	\$1,576.00
PFD Life Vest	DAY	\$27.00
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$83.00
Power Barge Boat, 26ft-30ft	DAY	\$1,122.00
Power Barge Boat, 30ft-42ft	DAY	\$2,040.00
Power Workboat, Fast Response, 12-14ft	DAY	\$304.00
Power Workboat, Fast Response, 15-17ft	DAY	\$363.00
Power Workboat, Fast Response, 18-22ft	DAY	\$608.00
Power Workboat, Fast Response, 23-26ft	DAY	\$765.00
Power Workboat, Fast Response, 27-36ft	DAY	\$969.00
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$801.00
Rope Mop - 4" (Per Foot)	FT	\$31.00
Rope Mop - 9" (Per Foot)	FT	\$39.00
Rotating Disc Skimmer Unit	DAY	\$832.00
Skim Pack Skimmer	DAY	\$165.00
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$663.00
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$892.00
Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$790.00
Skimmer, Duck Bill	DAY	\$29.00
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$5,584.00
Skimming Vessel Belt Drive Replacement	EA	\$1,368.00
Weir Skimmer Unit	DAY	\$177.00

* Vessel costs include first tank of fuel only

* Cost of Decontamination of Marine Response Equipment not included.

* Replacement Skimming Belts will be priced on request as needed.

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
PNEUMATIC POWER TOOLS		
3/4in Drill, Rotary Hammer	DAY	\$80.00
Jackhammer, 40Lb	DAY	\$57.00
Jackhammer, 60Lb	DAY	\$71.00
Jackhammer, 90Lb	DAY	\$86.00
Pneumatic Chipping Gun	DAY	\$92.00
Steel Nibbler, Pneumatic	DAY	\$115.00
PRESSURE WASHING EQUIPMENT		
1000psi Pressure Washer	DAY	\$88.00
2000psi Pressure Washer	DAY	\$95.00
2500psi Hot Water Pressure Washer	DAY	\$298.00
2500psi Pressure Washer	DAY	\$104.00
3000psi Hot Water Pressure Washer	DAY	\$329.00
High Pressure Blaster - 10,000 PSI 300 HP (50 GPM)	HR	\$62.00
High Pressure Blaster - 20,000 PSI 300 HP (10 GPM)	HR	\$122.00
High Pressure Blaster - 40,000 PSI 200 HP (6 GPM)	HR	\$144.00
High Pressure Blaster - 40,000 PSI 300 HP (10 GPM)	HR	\$144.00
Nozzle - 2D Automated	HR	\$57.00
Nozzle - 3D Automated	HR	\$75.00
RESPIRATORY PROTECTION		
2 Man Breathing System	DAY	\$252.00
4 Man Breathing System	DAY	\$320.00
Breathing Air Hose, 100ft	DAY	\$92.00
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$230.00
Respirator, Full Face	DAY	\$28.00
Self Contained Breathing Apparatus (SCBA)	DAY	\$230.00

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
PUMPING/TRANSFERRING PUMPS		
Drum Loader	DAY	\$150.00
Pump - Centrifugal, 2 in	DAY	\$96.00
Pump - Diesel Lister, 3 in	DAY	\$135.00
Pump - Double Diaphragm, 1 in	DAY	\$85.00
Pump - Double Diaphragm, 2 in	DAY	\$120.00
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$159.00
Pump - Double Diaphragm, 3 in	DAY	\$135.00
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$176.00
Pump - Double Diaphragm, 4 in	DAY	\$185.00
Pump - Electric Drum	DAY	\$95.00
Pump - Electric Submersible, 2 in	DAY	\$76.00
Pump - Electric Submersible, 3 in	DAY	\$95.00
Pump - Electric Submersible, 4 in	DAY	\$139.00
Pump - Hand	DAY	\$31.00
Pump - Hydraulic Transfer, 4 in	HR	\$31.00
Pump - Hydraulic Transfer, 6 in	HR	\$230.00
Pump - Trash, 2 in	DAY	\$95.00
Pump - Trash, 3 in	DAY	\$110.00
Pump - Trash, 4 in	DAY	\$250.00
Drum Vacuum, Pneumatic	DAY	\$160.00
SITE SUPPORT		
100 HP Boiler Unit	HR	\$88.00
15 Gal HEPA Vacuum	DAY	\$150.00
150,000 BTU Portable Heater	DAY	\$238.00
2 CU YD self dumping hopper	DAY	\$3.77
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$69.00
20,000 Gal Frac Tank	DAY	\$142.00
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$24.00
300 - 500 Gal Poly Storage Tank	DAY	\$37.00
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$84.00
Air Compressor 175-185 CFM	DAY	\$230.00
Air Compressor 8-10 CFM	DAY	\$106.00
ATV, 4X4 or 4X6	DAY	\$320.00
Carbon Filter System	DAY	\$218.00
Decon Pool, 10ft x 10ft	DAY	\$132.00
Decon Pool, 20ft x 100ft	DAY	\$394.00
Decon Pool, 25ft x 50ft	DAY	\$263.00
Decontamination Trailer	DAY	\$160.00
Dewatering Box	DAY	\$150.00
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$65.00
Eyewash Station	DAY	\$47.00
Frac Tank, Double Walled	DAY	\$170.00

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
SITE SUPPORT		
Generator - 12K Watt	DAY	\$219.00
Generator - 4,000 Watt	DAY	\$122.00
Generator - 5,000 Watt	DAY	\$138.00
Generator - 8,000 Watt	DAY	\$160.00
Halogen Spotlight	DAY	\$92.00
Incident Command Unit	DAY	\$1,373.00
Intermodal Container	DAY	\$28.00
Intrinsically Safe Drop Light	DAY	\$92.00
Light Stand	DAY	\$92.00
Light Tower w/Generator	DAY	\$458.00
Office Trailer	DAY	\$100.00
On-site Van Trailer (Tractor not included)	DAY	\$176.00
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$153.00
Personnel Staging Tent, 20' x 30'	DAY	\$132.00
Rolloff Container with Metal lid	DAY	\$20.00
Rolloff Container with Tarp & Bows	DAY	\$18.00
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$26.00
Secondary Containment Unit	DAY	\$36.00
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$60.00
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$399.00
Traffic Cone/Barricade Unit	DAY	\$1.32
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$320.00
Vacuum Box, Watertight	DAY	\$95.00

* Spotting fee, Liners, Cleaning of Unit not included

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
SPECIALTY EQUIPMENT		
Antiviral Disinfectant Fogger	DAY	\$153.00
Cutting Torch/Acetylene Torch	DAY	\$105.00
Electric Auger	DAY	\$65.00
Auger, Manual	DAY	\$57.00
Compactor	DAY	\$57.00
Walk Behind Concrete Saw	DAY	\$200.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$319.00
DBI/Roglis Tripod	DAY	\$57.00
Digital Camera	DAY	\$76.00
Drum Crusher, Portable	DAY	\$399.00
Drum Tilter, Mechanical	DAY	\$150.00
Electric Blower	DAY	\$76.00
Fiber Optic Camera	HR	\$51.00
Fiber Optic Camera Truck	HR	\$130.00
Manlift	DAY	\$219.00
Forklift, 2,000Lb Capacity	DAY	\$366.00
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY	\$394.00
Plasma Cutting Torch	DAY	\$207.00
Explosion Proof Pneumatic Fan Blower	DAY	\$76.00
Remote Drum Opener, Pnuematic	DAY	\$1,044.00
Sand Blaster and Hose	HR	\$26.00
Transit Set	DAY	\$110.00
PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)		
Level A w/ResponderPlus Suit/Changeout	EA	\$832.00
Level B w/CPF2 or Polytyvec/Changeout	EA	\$175.00
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$219.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$263.00
Level C w/CPF1,2 or Polytyvec/Changeout	EA	\$53.00
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$105.00
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$65.00
Modified Level D (Tyvec, Gloves and Boots)	EA	\$26.00

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
CHEMICAL PROTECTIVE GARMENTS		
Kappler CPF1 Suit (Blue)	EA	\$30.00
Kappler CPF2 Suit (Grey)	EA	\$49.00
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$82.00
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$111.00
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$140.00
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$116.00
Chemrel Suit, Level C	EA	\$73.00
Nomex Suit and Hood	EA	\$159.00
Polycoated Rain Gear, 22mil	EA	\$27.00
Tyvec, Polycoat HD/BT	EA	\$16.00
Tyvec, Saranex	EA	\$50.00
Tyvec, White	EA	\$20.00
HAND PROTECTION		
Gloves - 12 in PVC	PAIR	\$10.20
14in Neoprene Gloves	PAIR	\$11.38
14in Nitrile Gloves	PAIR	\$11.38
Gloves - 18 in PVC	PAIR	\$10.59
Cotton Winter Glove Liners	PAIR	\$5.25
Cut Resistant Gloves	PAIR	\$27.00
Latex Gloves	BOX	\$11.90
Gloves - Leather	PAIR	\$7.00
Puncture Resistant Gloves	PAIR	\$30.00
Silver Shield Gloves	PAIR	\$30.00
FOOT PROTECTION		
Non Steel Toe Chest Waders - Purchased	PAIR	\$197.00
Steel Toe Hip Boots - Purchase	PAIR	\$140.00
Disposable Boot Covers (Chicken Boots)	PAIR	\$10.95
Steel Toe Knee Boots	PAIR	\$70.00
HEAD / FACIAL PROTECTION		
16oz Eyewash	EA	\$20.00
Earplugs	PAIR	\$1.68
Face/Splash Shield	EA	\$20.00
First Aid Kit, 25 Person	EA	\$72.00
Bottled Water / Stress Relief (Case)	CA	\$22.00

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
RESPIRATORY PROTECTION		
Acid Cartridges	PAIR	\$26.00
Asbestos Cartridges	PAIR	\$26.00
Chlorine Cartridges	PAIR	\$26.00
Mercury Cartridges	PAIR	\$48.00
MSA Chemical Cartridge	EA	\$26.00
Organic Vapor Cartridges (No Dust)	PAIR	\$31.00
Organic Vapor/Dust Combination Cartridges	PAIR	\$45.00
DOT SHIPPING CONTAINERS		
1 Cubic Yard Supersac 13H2/Y/06	EA	\$77.00
10 Gal / 40 Litre Fiber Drum	EA	\$35.00
110-Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$456.00
16 Gal / 70 L Closed Poly Drum	EA	\$54.00
16 Gal / 70 L Poly Drum 1H2/Y56/S	EA	\$56.00
16 Gal Fiber Drum	EA	\$30.00
18x18x24in Nonhazardous Pathological Waste Box	EA	\$8.76
20 Gal / 80 Litre Fiber Drum	EA	\$30.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$88.00
275G / 1100 L Poly TOTE, DOT Rated	EA	\$263.00
275G / 1100 L Recondition Poly TOTE, DOT Rated	EA	\$251.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$68.00
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$82.00
30 Gal / 120 Litre Closed Steel Drum, Recond 1A1/Y1.4/100	EA	\$78.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$45.00
30 Gal / 120 Litre Poly Drum 1H2/Y142/S	EA	\$74.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$97.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$82.00
4ft Fluorescent Tube Box 4G/Y275	EA	\$22.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$26.00
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$30.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$20.00
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$30.00
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$21.00
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$42.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$58.00
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$221.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$88.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$86.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$128.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$49.00
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$91.00
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$130.00
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$95.00

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
DOT SHIPPING CONTAINERS		
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$201.00
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	\$168.00
8ft Fluorescent Tube Box 4G/Y275	EA	\$24.00
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$258.00
95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$235.00
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$62.00
Drum Liners	EA	\$20.00
Drum Rings/Bolts/Gaskets	EA	\$26.00
Dump Trailer Poly Liner	EA	\$84.00
Filter/Liner for Filter Box	EA	\$312.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$135.00
Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$88.00
Flexbin/Cubic Yard Box Liner	EA	\$26.00
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$54.00
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$77.00
Hazardous Waste Labels	EA	\$0.81
Labels - DOT	EA	\$1.32
Pathological Waste Bag	EA	\$5.34
Poly Bags, 6mil, per Roll	EA	\$149.00
Poly Sheet, 6mil 20ft x 100ft	EA	\$110.00
Rolloff Poly Liner	EA	\$73.00
Vacbox Liner/Bladder	EA	\$674.00
Waste Wrangler	EA	\$164.00
ABSORBENT MATERIALS		
Absorbent Boom, 3in x 4ft	EA	\$7.00
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$135.00
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$216.00
Absorbent Pad (101 Grade) 100/bale	BALE	\$111.00
Absorbent Roll, 38in x 144ft	EA	\$158.00
Absorbent Rug, 36in x 300ft	EA	\$263.00
Absorbent Sweep, 17in x 100ft	BALE	\$139.00
Activated Carbon for Water treatment systems	LBS	\$2.71
Corn Cob Absorbent 40lb / 18 kg bag	BAG	\$15.00
HGX Absorbent (Mercury absorbent)	LBS	\$18.00
Oil Snare, on a Line, 50ft	EA	\$85.00
Poly Absorbent, 20 lb / 23 kg	BAG	\$92.00
Rags, 50 lb / 23 kg	BOX	\$54.00
Speedi Dry	BAG	\$11.90
SPI Solidification Particulate (Oil Bond)	LBS	\$17.00
SPI Waterbond	LBS	\$14.00
Vermiculite 4 cuft / 3 cubic meter	BAG	\$41.00

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
DEGREASERS & NEUTRALIZING AGENTS		
Antiviral Disinfectant Solution	GAL	\$39.00
142 Solvent	GAL	\$9.63
Antifreeze, Concentrate	GAL	\$5.07
Capsur	GAL	\$149.00
Cirtic Acid Solution, 15%	GAL	\$6.13
Citrus Cleaner Degreaser	GAL	\$54.00
Hydrated Lime, 50 lb / 23 kg	BAG	\$7.00
Hydrochloric Acid	LBS	\$3.15
Penetone Degreaser	GAL	\$29.00
Pink Stuff Degreaser	GAL	\$31.00
Simple Green Degreaser	GAL	\$30.00
Soda Ash, 100 lb / 45 kg	BAG	\$46.00
Sodium bisulfate 50 lb / 23 kg	BAG	\$106.00
Sodium Hypochlorite, 15% (Bleach)	GAL	\$16.00
SAMPLING AND LAB SUPPLIES		
8oz Sample Jars	EA	\$12.26
CHLOR-D-TECT 4000 Test Kit (Halogens)	EA	\$26.00
CHLOR'N'OIL Test Kit 0-50ppm PCB	EA	\$34.00
Draeger Tube	EA	\$26.00
pH Paper, 1-14/Roll	EA	\$15.00
Sample Tube	EA	\$15.00
MARINE EQUIPMENT		
3/8in Unguarded Galvanized Chain	FT	\$6.13
Anchor, 18Lb	EA	\$120.00
PFD Deck Suit	EA	\$592.00
PFD Safety Light	EA	\$26.00
1/2in Nylon Rope	FT	\$0.88
1/2in Poly Rope	FT	\$0.44
3/8in Poly Rope	FT	\$0.35

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

	UOM	PRICE
HAND TOOL/CONSTRUCTION ACCESSORIES		
16in Street Broom	EA	\$31.00
24in Floor Broom	EA	\$31.00
3 Gal Pump Spray Bottle	EA	\$48.00
3/8in Manilla Rope	FT	\$0.44
3/8in Manilla Rope Coil, 600ft	EA	\$144.00
3in Long Handle Scraper	EA	\$20.00
3in Scraper	EA	\$13.00
Caution Tape/Roll	EA	\$49.00
Chemical Tape/Roll	EA	\$45.00
Deck/Scrub Brush	EA	\$16.00
Disposable Hand Pump/Syphon Pump	EA	\$30.00
Duct Tape/Roll	EA	\$13.00
Extension Cord, 50ft	EA	\$49.00
Fence Stakes	EA	\$7.96
Fence, Slit 100ft	EA	\$125.00
Flat Shovel	EA	\$28.00
Garden Hoe	EA	\$26.00
Garden Rake	EA	\$26.00
Pitch Fork	EA	\$88.00
Plastic Shovel	EA	\$48.00
Sawzall Blade	EA	\$30.00
Shrink Wrap	ROL	\$42.00
Snow Fence/Safety Fence, 50ft	EA	\$67.00
Spaded Shovel	EA	\$31.00
Squeegee	EA	\$32.00
MISCELLANEOUS		
Filter Bags - 25 Micron Nominal	EA	\$7.88
Acetylene Bottle	EA	\$39.00
Breathing Air Bottle Refill	EA	\$26.00
Collection Jar for Mercury Vacuum	EA	\$38.00
Filtration Bag for Mercury Vacuum	EA	\$26.00
Hand Cleaner	EA	\$29.00
Rolloff Bow	EA	\$37.00
Rolloff Tarp	EA	\$366.00
Misc. Handtools	DAY	\$42.00
WASTE MATERIAL APPROVAL		
Profile Approval Fee (No Sample)	EA	\$64.00
Sample & Profile Approval Fee	EA	\$128.00

EMERGENCY RESPONSE RATES / RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES Pricing Conditions

1. All labor, equipment, materials and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of Clean Harbors' method of acquisition. Any items not described in this Schedule of Rates which are acquired by Clean Harbors shall be invoiced at Clean Harbors' cost plus a markup of Thirty-five percent (35%). (Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals.) The Schedule of Rates includes the cost of Clean Harbors basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work will be added to the project scope and the client will be invoiced at cost plus a markup listed above.
2. Lodging and subsistence for Clean Harbors personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from the employee's normal operations center and when overnight accommodations are required. The rate is outlined in the labor section of this document. When overnight accommodations are not required but work exceeds 12 hours, \$40.00 per day per person may apply to cover meals and incidentals.
3. At its sole discretion, Clean Harbors will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
4. Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
5. Clean Harbors' normal employee workday is 7:00 am to 3:30 pm, Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day. All time will be based upon a 24 hour day.
6. All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all hours worked all day Saturday are considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel.
7. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving. When local laws or regulations recognize additional holidays or when local laws or regulations define premium hours in excess of this definition, Clean Harbors will invoice in accordance with local laws or regulations.
8. All emergency call-outs (i.e., less than 24-hour notice) will be subject to a minimum four (4) hour response charge or \$2000.00 minimum charge, whichever is greater. Minimum charges do not apply to Transportation and Disposal.
9. Charges for Safety Plans are assessed on all projects involving OSHA regulated substances or when required by the Customer or other Agency. In some instances a Site Safety Officer charge will apply per hour to create and administer the Safety Plan.
10. A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the entire invoice, excluding sales tax.
11. The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CA RRAA) of 2017 has increased the cost of providing services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2% CA RRAA Fee on every invoice for a California generator.
12. Unless specifically notated, these rates do not apply to any projects with Prevailing Wage requirements. Any Prevailing Wage rates will be negotiated on a case-by-case basis.
13. Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
14. Unless specifically notated in the equipment description, all equipment rates are un-operated.
15. All waste disposal from project and or response activities will be charged additionally to the rates lists herein. A Waste Document Preparation Fee of \$125 per day will apply to any work generating waste. The fee includes labels, manifests/bills of lading and profiles.
16. A \$10 fee per manifest fee will be charged for every manifest to be in compliance with the e-manifest system implemented by the EPA on June 30, 2018.
17. Standby charges will be negotiated on a case-by-case basis.
18. Clean Harbors guarantees to hold prices firm for 60 days.