

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



**ITEM: 3.16  
(ID # 13818)**

**MEETING DATE:**

Tuesday, December 08, 2020

**FROM:** PURCHASING AND FLEET SERVICES:

**SUBJECT:** PURCHASING AND FLEET SERVICES: Ratify and Approve the First Amended and Restated Professional Services Agreements with Industrial Waste Utilization, Inc. and Environmental Logistics, Inc. for Hazardous Waste Removal Services to Extend the Period of Performance for 1 year from September 30, 2020 through September 30, 2021; All Districts [Total Amendment Cost \$300,000; up to \$30,000 in additional compensation] 100% Departmental Budgets

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the First Amended and Restated Professional Services Agreement for Hazardous Waste Removal Services between County of Riverside and Industrial Waste Utilization, Inc. for hazardous waste removal services to increase the annual aggregate agreement amount by \$150,000 from \$400,000 to \$550,000, extend the contract term for one additional year through September 29, 2021, and authorize the Chair of the Board to sign the agreement on behalf of the County;
2. Ratify and approve the First Amended and Restated Professional Services Agreement for Hazardous Waste Removal Services between County of Riverside and Environmental Logistics Inc. for hazardous waste removal services to increase the annual aggregate agreement amount by \$150,000, from \$500,000 to \$650,000, extend the contract term for one additional year through September 29, 2021, and authorize the Chair of the Board to sign the agreement on behalf of the County; and

**ACTION:** Policy

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: December 8, 2020  
xc: Purchasing

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$200,000	\$100,000	\$300,000	
<b>NET COUNTY COST</b>				
<b>SOURCE OF FUNDS: 100% Departmental Budgets</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21 – 21/22

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Departments throughout the County generate hazardous and non-hazardous waste requiring the need of a certified hazardous waste disposal company to provide the labor, materials, and equipment necessary to perform emergency and non-emergency transportation and disposal services. These removal services include the removal of anti-freeze, stream racks, clarified sludge, florescent light bulbs, contaminated oil, rags, waste paint, both recycle and flammable, fuel filters, broken CRT glass, solvents etc.

County Purchasing released a Request for Proposal (RFP) PUARC-1279 in February 2014 and received four (4) bid responses. Deemed the lowest responsive/responsible bidders, the evaluation committee requested Industrial Waste Utilization Inc. and Environmental Logistics Inc. be awarded contracts.

On August 26, 2014 per Minute Order 3.18, the Board of Supervisors approved 1-year, (with option to renew for four additional one-year periods) Personal Service Agreements with Industrial Waste Utilization Inc. and Environmental Logistics Inc. for Hazardous Waste Removal Services from competitive bid RFP PUARC-1279.

County departments have been using these two contractors to remove various hazardous waste items and dispose of them in accordance with all applicable laws, rules and regulations. Both contractors have diligently performed the hazardous waste removal services throughout the five-year period of these contracts. The two vendors have agreed to maintain current pricing through the contract extension period. This Board action request will ensure continued removal of hazardous waste in a compliant manner.

These First Amended and Restated Professional Services Agreements for the Hazardous Waste Removal Services with Industrial Waste Utilization Inc. and Environmental Logistics Inc. will extend the period of performance for an additional year, effective September 30, 2020 through September 30, 2021, will add additional funding to these agreements, and will add additional language to the Exhibit B Payment Provisions effective September 30, 2020 to include disposal costs for the following: labor rates for personnel, containers and transportation of new battery types.

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

While the County is in the process of rebidding these services, an extension of contracts with the current vendors through September 30, 2021 will allow for uninterrupted hazardous waste removal services throughout the County.

**Impact on Residents and Businesses**

By extending the existing contracts while the County rebids these services, the ongoing removal of hazardous waste will ensure safe disposal of hazardous materials (e.g. used oil, filters, paint, solvents, etc.) generated by county departments.

**Additional Fiscal Information**

An aggregate amount of \$150,000 will be added to Industrial Waste Utilization and an aggregate amount of \$150,000 will be added to Environmental Logistics. The total additional aggregate amounts to be used between both contractors is \$300,000 for the contract extensions through September 29, 2021.

<b>Contractors</b>	<b>5 Yr. Amts. FY 15/16 - FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>Total Revised Contract Amount</b>
Industrial Waste Utilization, Inc.	\$400,000	\$100,000	\$50,000	\$550,000
Environmental Logistics, Inc.	\$500,000	\$100,000	\$50,000	\$650,000
<b>Total</b>	<b>\$900,000</b>	<b>\$200,000</b>	<b>\$100,000</b>	<b>\$1,200,000</b>

**Contract History and Price Reasonableness**

On average for fiscal years 2015/2016 through 2018/2019 the contract amount spent was \$103,516. The contractor's prices were deemed fair and reasonable and will remain the same for the extended period of performance. An increase of \$150,000 per contract, along with the Purchasing Agent's authority to increase annual funding by 10% if needed, will cover anticipated required services through the extension of the contract term to a sixth year of service.

  
Tina Grande, Director of Purchasing 11/9/2020

   
Douglas Ordóñez Jr. 11/30/2020

  
Gregory V. Prietos, Director County Counsel 11/12/2020

**FIRST AMENDED AND RESTATED  
PROFESSIONAL SERVICES AGREEMENT**

for

**HAZARDOUS WASTE REMOVAL SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**ENVIRONMENTAL LOGISTICS, INC.**



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This FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and entered into this   21   day of   October  , 2020, by and between ENVIRONMENTAL LOGISTICS, INC., a California corporation (herein referred to as “CONTRACTOR”), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Waste Resources, (herein referred to as “COUNTY”).

### **RECITALS**

**WHEREAS**, the COUNTY and CONTRACTOR entered into that certain Personal Service Agreement for Hazardous Waste Removal Services, dated September 30, 2014 (“Original Agreement”) and approved by the Board of Supervisors on August 26, 2014, in Minute Order 3-18; and

**WHEREAS**, the parties amended the Original Agreement in that certain Amendment No.1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 (collectively, the “Amendments”); and

**WHEREAS**, the parties now desire to enter into this FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT to extend the period of performance and increase the annual contract amount in order prevent any interruption to Hazardous Waste Services provided by CONTRACTOR;

#### **1. Description of Services**

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

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 **September 30, 2021**, 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 shall not exceed **six hundred fifty thousand (\$650,000)** annually, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). 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 **percentage change in Consumer Price Index- All Consumers, All Items, Riverside-San Bernardino-Ontario, CA for the twelve (12) month period January through January immediately preceding the adjustment**, 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:

CONTRACTOR is to invoice the COUNTY Agency that is requesting services.

CONTRACTOR will request the name and address on the requesting COUNTY Agency.

- 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 RIVCO-92645-002-10/19; 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 thirty (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.

#### 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. 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. 12101 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**

Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA. 92504-4647  
Attn: Precious Carter  
Procurement Contract Specialist  
951-486-3327

PCarter@rivco.org

**CONTRACTOR**

Environmental Logistics  
140 W Monte Drive  
Bloomington, CA. 92316  
Attn: Jon Bennett  
President

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](http://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** 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.

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

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

## **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. General Insurance Provisions - All lines:**

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the

prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier 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.

**[SIGNATURES ON FOLLOWING PAGE]**

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  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA. 92501


By:   
Name: V. Manuel Perez  
Title: Chairman, Board of Supervisors

Dated: DEC 08 2020

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By:   
Title: Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel


By:   
Name: Amrit P. Dhillon  
Title: Deputy County Counsel

CONTRACTOR:  
ENVIRONMENTAL LOGISTICS, INC.  
140 Monte Ave.  
Bloomington, CA 92316

By:   
Name: James Goyich  
Title: President

Dated: 10/21/2020

2nd CONTRACTOR SIGNATURE  
ENVIRONMENTAL LOGISTICS, INC.

By:   
Name: Mark A. Freeman  
Title: Vice President

Dated: 10/21/2020

**EXHIBIT A**  
**SCOPE OF SERVICE**

1. Services include pick-up, transportation, labeling, analyses, fate determination, documentation, and audit trails until ultimate treatment or disposal of hazardous or toxic wastes, CONTRACTOR shall remove the following waste materials from various locations throughout the COUNTY:
  - A. Antifreeze
  - B. Lead Acid Batteries (Vehicle)
  - C. Used Tires
  - D. Steam Racks
  - E. Clarified Sludge (water, dirt and oil waste)
  - F. Fluorescent Light Bulbs
  - G. Recyclable and Non-Recyclable Universal Waste Batteries
  - H. Waste Traffic Paints
  - I. Used Oil Filters
  - J. Waste Oil (recyclable)
  - K. Contaminated Oil (non-recyclable)
  - L. Waste Rags/ Absorbent (mixed)
  - M. Waste Solvent and E-waste
  - N. Flammable liquids and solids
  - O. Acids Organic and Inorganic liquids and solids
  - P. Bases Organic and Inorganic liquids and solids
  - Q. Oxidizers liquids and solids
  - R. Toxics liquids and solids
  - S. Waste Paints Latex and Oil Base
  - T. Electrical Ballasts both PCB and Non-PCB
  - U. Mercury Switches/ Devices (From appliances/white goods)
  - V. Small Gas Propane Cylinders (1-lb size)
  - W. Regulated Medical Waste (Sharps/Needles)
  - X. Aerosols
  - Y. Non-RCRA Liquids and Solids
  
2. List of materials used and hazardous or toxic wastes that might be generated at typical COUNTY facilities, to include vehicle maintenance and equipment repair operations, laboratories, printing shops, training sites, photo processing activities, and ground keeping units:

Process/Operation	Materials Used	Typical Mat Ingredient	General Types of Waste Gen
Degreasing; Engine, Parts, And Equipment Cleaning	Degreasers (Gunk), Carburetor Cleaners, Engine Cleaners, solvents, Acids/Alkalies, Cleaning Fluids	Petroleum Distillates, Aromatic Hydrocarbons, Mineral Spirits, Benzene, Toluene, Petroleum Naphtha	Acid/Alkaline Wastes, Spent Solvents, Ignitable Wastes, Toxic Wastes
Rust Removal	Naval Jelly, Strong Acids, Strong Alkalies	Phosphoric Acid, Hydrochloric Acid, Hydrofluoric Acid, Sodium Hydroxide	Acid/Alkaline Wastes
Paint Preparation	Paint Thinners, Enamel Reducers, White Spirits, Paint Removers	Alcohols, Petroleum Distillates, Oxygenated Solvents, Mineral Spirits, Ketones	Paint Wastes, Spent Solvents, Ignitable Wastes, Toxic Wastes
Painting	Enamels, Lacquers, Epoxies, Alkyds, Acrylics Primers, Solvents	Acetone, Toluene, Benzene, Petroleum Distillates, Epoxy Ester Resins, Methylene Chloride, Xylene, Vm&P Naphtha, Aromatic	Paint Wastes, Spent Solvents, Ignitable Wastes, Toxic Wastes

		Hydrocarbons, Methyl Isobutyl Ketones	
Spray Booth, Spray Guns, and Brush Cleaning	Paint Thinners, Enamel Reducers, Solvents, White Spirits	Ketones, Alcohols, Toluene, Acetone, Isopropyl Alcohol, Petroleum Distillates, Mineral Spirits	Paint Wastes, Spent Solvents, Ignitable Waste, Toxic Wastes
Paint Removal	Solvents, Paint Thinners, Enamel Reducers, White Spirits	Acetone, Toluene, Petroleum Distillates, Methanol, Methylene Chloride, Isopropyl Alcohol, Mineral Spirits, Alcohols, Ketones, Other Oxygenated Solvents	Paint Wastes, Spent Solvents, Toxic Wastes
Tank Cleanout	Solvents Or Cleaners To Wash Out Tanks, Residues	Solvents, Petroleum Products In Tanks	Tank Draws Containing Toxic Residues
Installing Lead-Acid Batteries	Used Batteries Of Car, Truck, And Other Vehicles	Lead Dross	Acid/Alkaline Wastes, Batteries (Lead-Acid)
Laboratory Operations	Reagents Of Various Types	Sodium Dichromate, Alcohols, Benzene, Carbon Tetrachloride, Acetamide, Cyclohexane	Off-Spec Chemicals, Samples, Sample Containers, Metals
Printing	Inks, Thinners, Acids, Formulated Washers	Naptha, Trichloromethane, Methylene Chloride	Spent Ink, Thinners, And Acid/Alkaline Wastes, Volatile Organics
Grounds keeping	Pesticides, Herbicides		Toxic Wastes
Minor Facility Projects	Asbestos Containing Building Materials	Asbestos	Low Volume Friable Asbestos

**3. Definition of Final Treatment/Disposal:**

COUNTY service facilities that use hazardous or toxic materials are categorized as small quantity generators (SQG) generators that generate between 100 kilograms and 1,000 kilograms (220-2000 pounds) per month of hazardous waste, and generate no more than 1 kilogram (2.2 pounds) per month of acutely hazardous waste, and accumulate on-site no more than 6,000 kilograms (13,200 pounds) of hazardous waste. Hazardous waste generator requirements are outline in the following table (Note that in the event that state or local requirements may vary - CONTRACTOR is responsible for determining appropriate regulatory requirements within the locale of the contract area):

Requirement	Conditionally Exempt	Small Quantity	Large Quantity
Amount of Acute Waste (40 CFR 261&262)	0-100kg/Mth, 1Kg	100-1000kg/Mth <1 Kg	>1,000kg/Mth > Kg
Accumulation (40 CFR 261&262)	1,000 Kg	6,000 Kg	Unlimited
Storage Time (40 CFR 261&262)	Unlimited	180 Days Unless > 200 Mile Transport Then 270 Days	90 Days
EPA ID No. (40 CFR 262)	NA	Required	Required
Manifest (40 CFR 262)	NA	Required	Required
<b>Recordkeeping</b>			
Manifest (262.40)	NA	NA	NA

Exception Rpts (262.42) Manifest Not Returned	NA	3 Years	60 Days And Send CY to EPA
Waste Testing Results	3 Years	NA	3 Years
Biennial Rpt To EPA (262.41)	35 Days To Contact	TSD Transport And 45 Days To EPA	3 Years Required
Personnel Training	NA	Some (262.34)	Required
Emergency Response Preparedness Equip & Coord (40 CFR 265, Subpart D)	NA	Required	Required
Contingency Plan And Emergency Procedures (40 CFR 265, Subpart D)	NA	SQG Reqmnts And Plans	Required
Container Mgmnt (40 CFR 265m, Subpart I)	NA	Required	Required
Tank Mngmnt (40 CFR 265, Subpart J)	NA	SQG Requirements	Required
Land Disposal Notice And Waste Management Plan (40 CFR 268.7)	NA	Required	Required
Hazardous Waste Label	Should Do	Required	Required
Accumulation Date Label	Should Do	Required	Required

4. CONTRACTOR shall be responsible for obtaining any necessary licenses and permits, notifications or reports in order to comply with any applicable international, federal, state and local laws, codes and regulations in connection with the performance of the work at no additional cost to the COUNTY.
5. CONTRACTOR shall immediately inform the COUNTY of any violations received during inspections of CONTRACTORS facilities. CONTRACTOR shall notify COUNTY of any and all permit changes. CONTRACTOR shall not accept from COUNTY and material of which they are not legally permitted to accept. CONTRACTOR shall not process, store or treat any COUNTY waste material which they are not legally permitted to process, store or treat.
6. CONTRACTOR shall not accept, treat or store COUNTY RCRA waste at its facility in any manner that would require the facility to be permitted in accordance with Health and Safety Code §25201 until the CONTRACTOR provides COUNTY with a copy of such permit.
7. **Manifests and Shipping Documents**
  - A. The CONTRACTOR shall obtain and prepare all Manifests, Hazardous Waste Profile Sheets, land Disposal Restriction Notifications, and any other shipping documents required for acceptance of waste into a qualified facility. The CONTRACTOR shall provide a copy of all prepared documents to the COUNTY prior to or with payment invoicing. A uniform hazardous waste manifest is required for the removal from COUNTY property of all hazardous or toxic items. The removal of any hazardous or toxic wastes from postal property.

- B. The CONTRACTOR shall provide the COUNTY with a copy of the manifest(s), land disposal restriction notification(s), and any other shipping documents for review by the appropriate work area supervisor at least (24) hours prior to removal, whenever possible. The pickup manifests will be reviewed and signed by the work area supervisor official. Completed copies of all manifests shall be furnished to the work area supervisor and a legible copy to be sent to the state, as well as submitted as attachments to all invoices. Manifests shall be submitted in such a manner as to comply with the timeliness prescribed by the state and Environmental Protection Agency (EPA) regulations. Any items picked up, recycled or disposed of must be thoroughly described and documented.
- C. The CONTRACTOR is required to provide the COUNTY with two (2) copies of any manifest which documents the movement of waste after it has departed the COUNTY property within 30 calendar days after acceptance of the accepting facility. For example, if waste is shipped from the accumulation site to a facility for storage or treatment, which does not meet the definition of final disposal, then a manifest detailing the acceptance of the waste into additional facility must be provide within the prescribed timeframe. Each manifest, as well as other documentation required herein shall be clearly and distinctly marked with the contract number including the delivery order number as applicable. If Blocks are not provided, the contract and delivery order information shall be placed in the upper right hand corner of each document.
8. **Waste Analysis Sheets**  
The CONTRACTOR shall prepare all waste analysis sheets identified to a specific contract line item that may be required for disposal, and provide two copies to the COUNTY.
9. **Detailed Analysis**  
If the CONTRACTOR must perform detailed analysis for disposal, copies of the results identified to a specific contract line item shall be provided to the COUNTY Facility. Any detailed analysis must comply with all federal, state, and local requirements. Analysis must include determination if hazardous or toxic waste is to be treated, recycled, or ultimately disposed of in a landfill and cost benefits of such determination. Analyses will be provided to the COUNTY facility and method of ultimate disposal will be whichever is cost effective and agreed upon by the CONTRACTOR and COUNTY Facility representative.
10. **Treatment of Hazardous Waste on COUNTY Property**  
Treatment of hazardous waste (including solidification) on COUNTY facility property is not permitted. Treatment is defined as any process which meets the definition of treatment as set forth in applicable federal, state and local laws and regulations.
11. **Hours of Operation**  
The CONTRACTOR agrees that, for those portions of the services provided on COUNTY property, the services will be provided during the normal hours of operations for the COUNTY facility. The normal hours of operations for those facilities where the items are located is closed.
12. **Loading**  
The CONTRACTOR responsible for loading, including furnishing all the equipment necessary for loading. Unless otherwise provided in the contract, loading will not be performed on Saturdays, Sundays, COUNTY holidays, or any day that the facility where the items are located is closed.
13. **Bulk Items**  
Bulk items shall be measured by one of the following methods. The method used will be whichever is most accurate and agreed upon by the CONTRACTOR and COUNTY representative
- A. Actual weight using COUNTY or other commercial scales
  - B. Calculated weight. As an alternative to actual weighing, the weight of bulk shipments may be computed, provided that the specified gravity of the material is known and the volume actually picked up is determined. For example, 2,000 gallons of liquid with a specific gravity of 1.4 = calculated

weight of 23,344 pounds. (2,000 x 1.4 x 8.337, where one gallon of water weighs 8.377 pounds). Specific Gravity will be obtained from a waste profile sheet.

#### 14. Containers

- A. CONTRACTOR shall ensure that the appropriate number and type of containers used for the removal of hazardous waste is correctly identified on the Uniform Hazardous Waste Manifest. CONTRACTOR will ensure that the appropriate quantities and units of weights and volumes are appropriately and correctly reflected on the Uniform Hazardous Waste Manifest.
- B. CONTRACTOR shall ensure that a 55-gallon barrel is used for the removal of a hazardous liquid that is less than 55-gallons, then the actual volume or weight of the liquid or any other hazardous waste will be correctly and appropriately reflected on the Uniform Hazardous Waste Manifest. This will apply to any and all containers that are used by the CONTRACTOR to remove any and all hazardous waste from sites.
- C. CONTRACTOR may be required to provide a demolition type roll-off container: approximate size will be 8 feet in width x 15 feet in length x 3 feet in height. The roll-off container must meet Department of Transportation (DOT) specifications and be lined with plastic sheeting, 4-mil or better. Roll-off container is to be positioned so that the water/ liquid can drain out of one end of the roll-off and back into the steam cleaner pit clarifier. All liquid and solid contents of the pit shall be pumped and transferred from the pit into the roll-off container. One of the solids are dry, the roll-off can then be hauled off to the authorized disposal location.

#### 15. Transportation/Waste Hauling

CONTRACTOR shall have the ability to provide transportation of hazardous and non-hazardous solid and liquid wastes.

- A. CONTRACTOR's vehicles must meet Department of Motor Vehicles (DMV) code requirements, California Highway Patrol (CHP) Inspection Program Requirements, California Occupational Safety and Health Administration (Cal-OSHA) and Federal Occupational Safety and Health Administration (Fed-OSHA) regulations in addition to all other applicable codes required for use on Highways.
- B. All applicable State and Federal permits for transportation and disposal of hazardous waste are the responsibility of the CONTRACTOR.
- C. CONTRACTOR shall profile all waste streams prior to transporting the waste to a Treatment, Storage and Disposal Facility (TSDF) and shall handle all manifests and related documentation.

#### 16. Spills, Containment and Clean-Up

The CONTRACTOR shall be solely responsible for any and all spills or leaks during the performance of a resulting contract, which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The CONTRACTOR agrees to clean-up such spills or leaks to the satisfaction of the onsite COUNTY representative and in a manner that complies with applicable local, state and federal laws and regulations. The clean-up shall be at no additional cost to the COUNTY. The CONTRACTOR shall report all such spills or leaks regardless of their quantity to the COUNTY immediately upon discovery. A written follow-up report shall be submitted not later than 24 hours after the initial telephone report. The written report shall be in narrative form and at a minimum include the following:

- A. Description of item spilled (including identity, quantity, manifest no., etc.)
- B. Whether amount spilled is EPA/ state reportable, and if so whether it was reported



- C. Exact time and location of spill including a description of the are involved
- D. Containment procedures initiated
- E. Summary of any communications CONTRACTOR had with press or government officials other than COUNTY.
- F. Description of clean-up procedures employed or to be employed at the site including the disposal location of spill residue.
- G. Work orders shall have the following information:
  - (1) Specify services performed.
  - (2) Staff titles and hours worked.
  - (3) Methods and Materials used.
  - (4) Name and Address of Disposal Facility.
- H. CONTRACTOR shall be required to provide a 24 hour emergency contact. This person(s) must have authority to provide what is needed in an emergency. Failure to respond may be grounds for default or termination.
- I. CONTRACTOR shall furnish the labor force and equipment necessary to meet the needs of the COUNTY. Cost estimates for identified work items, including labor, equipment, materials, and supplies to be used, shall be furnished to the COUNTY for review/authorization prior to commencement of work

#### 17. Emergency Spill

Emergency spill response service shall be provided to the COUNTY on an as needed basis, responding within two (2) hours of such request. Bidder shall identify the level of response service provided. Such services shall be provided 24 hours per day, seven (7) days per week. Such services shall be provided to the COUNTY to insure that spill clean-up procedures are in accordance with State and Federal regulations and protect public and all COUNTY property.

#### 18. Emergency Response Plan

- A. Provide confirmation to the COUNTY's on-scene incident commander within fifteen (15) minutes of request to response.
- B. Maintain a twenty-four (24) hour per day communication system.
- C. Select, provide and maintain response equipment and personal protective equipment based upon level of hazard and OSHA regulations.
- D. Arrive on the scene with the appropriate materials, equipment and personnel within two (2) hours of such request. Upon arrival at the scene, the CONTRACTOR shall meet with COUNTY's on-scene Incident Commander to organize procedures and operations.
- E. A site safety and control plan shall be established reviewed prior to CONTRACTOR's commencing mitigation efforts. A copy of the plan shall be submitted to COUNTY's on scene commander.
- F. Safety plan shall include the following:
  - (1) Summary analysis of hazards on the site and a risk analysis of those hazards
  - (2) Chemical site hazards
  - (3) Physical site hazards
  - (4) Site map or sketch to include:
    - i. Hot, warm and cold zones
    - ii. Work areas
    - iii. Decontamination areas
    - iv. Access control points
    - v. Command post
    - vi. Staging area
    - vii. Any other information that the CONTRACTOR or Incident Commander deems necessary

- G. At any time, when requested, the CONTRACTOR shall produce documentation of CONTRACTOR's

employees' training certification as required in Section 7.3. This documentation shall be on every incident scene while the employee is working.

- H. After areas of contamination or determined, control areas and decontamination areas will be designated and the information disseminated to the CONTRACTOR's operating personnel and the COUNTY's on-scene Incident Commander. The work shall be performed in accordance with all Federal, State and Local regulations. Such work shall be subject to approval of the COUNTY's on-scene Incident Commander.
- I. After all parameters at the scene have been identified recovery and containment procedures shall commence using the proper recovery container(s) for the particular substance.

#### 19. **Safety and Training**

CONTRACTOR shall be solely and completely responsible for condition of the premises on which the work is performed and for safety of all persons and property on the site during performance of the contract. CONTRACTOR shall conform to all governing safety regulations.

The CONTRACTOR's firm must be a State Certified Hazardous Waste CONTRACTOR and Transporter

19.1 All of CONTRACTOR's personnel shall have the following:

- A. Forty (40) hours Hazardous Waste Operations and Emergency Response (HAZWOPER) training or equivalent
- B. Forty (40) hour Hazardous Waste Site Worker Training, meeting the requirements of Cal-OSHA Regulations, and Title 8, CCR, Section 5192.
- C. Evidence of the most recent annual eight (8) hour refresher (HAZWOPER) training.
- D. Annual Respirator Fit Testing
- E. CPR/ First Aid Training

19.2 Supervisor and Project Manager Personnel

- A. Annual eight (8) hour Supervisory training as appropriate
- B. HHW project management training
- C. Radioactive monitoring and training
- D. CPR/ first aid training

#### 20. **Required Licenses/Certifications**

- A. CONTRACTOR shall maintain all required permits, licenses and certificates to transport and or manage COUNTY waste including RCRA Hazardous Waste, California Only Hazardous Waste, Universal Waste and Non-Hazardous Waste. These licenses and certificates include but are not limited to the following:
- B. Bidders shall be a California registered hauler of Hazardous Waste Material
- C. United States Department of Transportation Title 49
- D. Hazardous Materials Certificate of Registration Title 49
- E. United States Environmental Protection Agency (Region 9)
- F. EPA ID number with a listed status as: Hazardous Waste Transporter

- G. State of California Department of Motor Vehicles Motor Carrier Permit; Classification "For Hire"
- H. Department of California Highway Patrol Hazardous Materials Transportation License
- I. Business License

20.1 State of California Licenses:

- A. Certified Hazardous Substance Removal
- B. Title 13 California Code of Regulation; California Vehicle Code Section 34500; Trucks Transporting Hazardous Materials
- C. State CONTRACTOR Certification for Hazardous Waste Substance Removal; Business and Professions Code Section 7058.7

21. **Waste Handling and Protection Requirements**

21.1 Handling

- A. CONTRACTOR shall supply all required Department of Transportation (DOT) vehicle placards and apply all required DOT labels and Hazardous Waste labels to Waste containers when transporting waste.
- B. CONTRACTOR shall perform all required tests to determine the proper DOT hazard category for all transportable waste.

21.2 Protection

- A. The COUNTY requires all of CONTRACTOR's service personnel to be equipped with personal protective clothing and equipment (PPE), as deemed necessary for the Level of Response at each clean-up site. COUNTY shall determine and communicate the level of response, prior to ordering services from the CONTRACTOR.
- B. CONTRACTOR shall be responsible for ensuring their service personnel are equipped with the appropriate levels of PPE according to OSHA 29 (CFR) 1910.

22. **Disposal of Waste**

CONTRACTOR shall transport all hazardous waste to an authorized and permitted Treatment, Storage and Disposal Facility (TSDF) or to the CONTRACTOR's facility, providing this facility is a designated transfer station and is legally permitted and in compliance with local zoning laws.

23. **Reporting**

CONTRACTOR shall provide separate work forms for each service response, to be included with the invoice to COUNTY.

23.1 Work orders shall have the following information:

- A. Specify services performed
- B. Staff title and hours worked
- C. Methods and materials used
- D. Name and address of Disposal Facility

**24. Recycle Certification**

The CONTRACTORs shall prepare a Certificate of Recycling for any waste that is recycled. One (1) copy of each Certificate of Recycling signed by a responsible facility official for property removed will be provided to the generator as listed on the shipping paper or manifest to be submitted prior to or with the invoice(s).

**25. Pick-Up Locations**

CONTRACTOR shall remove hazardous waste from the following locations:

<b>Name</b>	<b>Location</b>
RCWMD Badlands Landfill	31125 Ironwood Avenue, Moreno Valley, CA. 92553
RCWMD Central Accumulation Facility (CAF)	16411 Lambs Canyon Road, Beaumont, CA. 92223
RCWMD El Sobrante Landfill	10910 Dawson Canyon Road, Corona, Ca. 92883
RCWMD Blythe Landfill	1000 Midland road, Blythe, CA. 92225
RCWMD Lanbs Canyon Landfill	16411 Lambs Canyon Road, Beaumont, CA. 92223
RCWMD Maintenance Building Automotive Shop (Clarifier located here) Steam Cleaner	14290 Frederick Street, Moreno Valley, CA. 92553
RCWMD Mecca II Landfill	95260 66 <sup>th</sup> Avenue, Mecca, CA. 92254
Fleet Services	5293 Mission Blvd., Riverside, CA. 92509
Fleet Services	4066 COUNTY Circle Drive, Riverside, CA. 92503
Fleet Services	25241 Cottonwood, Moreno Valley, CA. 92553
Fleet Services	1628 S. Hardgrave, Banning, CA. 92220
Fleet Services	824 N. State Street, Hemet, CA. 92543
Fleet Services	30755-V Auld Road, Murrieta, CA. 92563
Fleet Services	82-775 Plaza Avenue, Indio, CA. 92201
Fleet Services	271 N. Spring Street, Blythe, CA. 92225
Flood Control	1995 Market Street, Riverside, CA. 92501
Transportation and Land Management Agency (TLMA)	19355 Ontario Avenue, Corona, CA. 92881-4258
TLMA	23-315 Jefferson Avenue, Murrieta, CA. 92564
TLMA	6851 Van Buren Blvd., Riverside, CA. 92509
TLMA	220 G Street, Perris, CA. 92570
TLMA	595 N. Juanita Street, Hemet, CA. 92543-2915
TLMA	10-901 Hannon Road, Beaumont, CA. 92223
TLMA	25-780 Johnson Road, Box 124, Idyllwild, CA. 92549-0124
TLMA	19-003 Bennett Road, Desert Hot Springs, CA. 92241
TLMA	86-199 Airport Blvd., Thermal, CA. 92274-0787
TLMA	561 S. Broadway, Blythe, CA. 92226
TLMA	2980 Washington Street, Riverside, CA. 92504
Sheriff's Dept. Forensic Services Bureau	137 N. Perris Blvd. Suite B. Perris, CA. 92570
Sheriff's Dept. Aviation Unit	4850 W. Stetson Ave., Hemet, CA. 92545
Sheriff's Dept. Fleet Services	7195 Alessandro Blvd., Riverside, CA. 92506
Riverside COUNTY Regional Medical Center (RCRMC)	26520 Cactus Ave. Moreno Valley, Ca. 92555
FIRE DEPT FLEET – PERRIS	210 West San Jacinto Ave., Perris, CA. 92570
FIRE DEPT FLEET – INDIO	47335 Oasis Street, Indio, CA. 92201
<del>Removed: Probation – Twin Pines Ranch</del>	<del>49500 Twin Pines Road, Banning, Ca. 92220</del>
Probation – Indio Juvenile Hall	47665 Oasis Street, Indio, CA. 922201
*Any other COUNTY Department not listed that requires hazardous waste removal services may be added by addendum during the bid release time period or will contact the awarded CONTRACTOR(s) directly with name and location if added after award.	

**26. Optional Service for Battery Removal Services Determined by Department (Added Language)**

Optional services must be requested by an individual department. This optional service shall include the following:

1. Contractor shall repackage pallets that contain mixed batteries using the contracted labor rates for personnel stated in the Exhibit B Fee Schedule Section entitled "Personnel",
2. Contractor shall provide containers at the prices listed in Exhibit B Fee Schedule Section entitled "Miscellaneous Supplies", for any necessary transportation of repackaged items.
3. Contract shall provide equipment at the prices listed in Exhibit B Fee Schedule Section Entitled "Emergency Rate Sheet/Transportation Equipment".

**EXHIBIT B**  
**FEE SCHEDULE**

Removal/Transportation/Disposal	Container	UNIT PRICE
Aerosol can	30 gal drum	\$145.00
	55 gal drum	\$195.00
Photo Fix / Developer Mix	15 gal drum	\$125.00
Lead Acid (Vehicle) Batteries	Each	\$5.00
*Indicate minimum / maximum quantity pick-up and bulk cost:	Bulk	\$0.95
Used Tires	Each	\$5.00
*Indicate minimum / maximum quantity pick-up and bulk cost:	Bulk	\$4.00
	Ton	\$125.00
Contaminated Oil (Non-Recyclable)	55 gal drum	\$125.00
Drum Charge (if any)	55 gal drum	\$25.00
Drum Labeling Charge (if any)	5 gal pail	\$0.00
	30 gal drum	\$0.00
	55 gal drum	\$0.00
Dry Sweep & Used Rags (mixed & combined) collected and stored	Bins / Dumpsters	\$450.00
	2 ½ yards (roll off w/plastic lid)	\$150.00
Dry Absorbent mixed with Rags	30 gal drum	\$65.00
	55 gal drum	\$75.00
Fluorescent Lamp Removal / With replacement containers	4' & 8' lamps	\$0.10
Fuel Filter Pick-up	5 gal pail	\$50.00
	30 gal drum	\$145.00
	55 gal drum	\$195.00
Recyclable and Non-Recyclable Universal Waste Batteries	5 gal pail	\$50.00
	30 gal drum	\$150.00
	55 gal drum	\$200.00
Steam Cleaner Pit Clarifier Sludge	2,000 gal Tank	\$1.00
Used Oil Filters - Uncrushed	30 gal drum	\$35.00
	55 gal drum	\$45.00
Used Oil Filters - Crushed	30 gal drum	\$35.00
	55 gal drum	\$45.00
Waste Anti-freeze	55 gal drum	\$75.00
Waste Solvent	55 gal drum	\$75.00
Waste Paint - Latex (recyclable)	55 gal drum	\$75.00
Waste Paint - Oil Based (flammable)	55 gal Metal drum or	\$160.00

	Tri-wall Yard Box	\$500.00
Broken CRT Glass	55 gal drum	\$100.00
Flammable Solids	55 gal Metal drum or	\$295.00
	Tri-wall Yard Box	\$750.00
Paint Related Material	55 gal drum	\$195.00
	Tri-wall Yard Box	\$650.00
	REMOVE/TRANS/DISP SUBTOTAL	
<b>LAB PACKED DRUMS:</b>		
Flammable Solids	55 gal metal drum	\$310.00
Flammable Liquids	55 gal metal drum	\$195.00
Acid Liquids	5 gal pail	\$150.00
	30 gal Poly drum	\$210.00
	55 gal Poly drum	\$235.00
Acid Solids	5 gal pail	\$150.00
	30 gal Poly drum	\$200.00
	55 gal Poly drum	\$200.00
Base Solids	5 gal pail	\$150.00
	30 gal drum	\$200.00
	55 gal drum	\$200.00
Base Liquids	5 gal pail	\$150.00
	30 gal drum	\$200.00
	55 gal drum	\$200.00
Oxidizer Solid	5 gal pail	\$243.00
	30 gal drum	\$370.00
	55 gal drum	\$682.00
Oxidizer Liquids	5 gal pail	\$243.00
	30 gal drum	\$370.00
	55 gal drum	\$682.00
Pesticide Solid	5 gal pail	\$100.00
	30 gal drum	\$250.00
	55 gal drum	\$310.00
Insecticide, Liquid and Solid	5 gal pail	\$100.00
	30 gal drum	\$250.00
	55 gal drum	\$310.00
Herbicide, Liquid and Solid	5 gal pail	\$100.00
	30 gal drum	\$250.00
	55 gal drum	\$310.00
PCB Ballast	55 gal drum	\$310.00
Non-PCB Ballasts	55 gal drum	\$75.00

Appliance/white Goods, Mercury Switches	5 gal Pail	\$300.00
	30 gal drum	\$600.00
	55 gal drum	\$711.00
Elemental Mercury	5 gal pail	\$295.00
Non-RCRA Liquid and Solid	30 gal drum	\$75.00
	55 gal drum	\$75.00
<b>REVENUE GENERATING</b>		
Disposal of Waste Oil - *Price Bidders will pay County for used oil	55 gal drum	\$0.00
Waste Oil (stored above ground & must be pumped out) * Price Bidder will pay County per gallon for used oil	500 gal Tank (or less)	\$0.00
	800 gal Tank	\$0.00
	1400 gal Tank	\$0.00
<b>SERVICE</b>		
Solvent Tank Rental & Service	30 gal	\$85.00
		\$125.00
Sample Testing (When Required)	Test	\$25.00
Truck Wash Out - Contaminated Load	Load	\$150.00
<b>EMERGENCY RESPONSE RATE SHEET</b>		
Transportation Equipment	UOM	UNIT COST
Vacuum Truck w/Operator	Rate per Hour	\$75.00
Stainless Vacuum Truck w/Operator	Rate per Hour	\$85.00
24' Stake Bed Truck w/Operator	Rate per Hour	\$75.00
27' Van w/Operator	Rate per Hour	\$75.00
48' Van w/Operator	Rate per Hour	\$75.00
Roll Off Truck w/Operator	Rate per Hour	\$75.00
Roll Off Truck Tandem w/Operator	Rate per Hour	\$75.00
Bin Rental	Rate per Hour	\$1.25
Crew Truck	Rate per Hour	\$45.00
Gear Truck w/Operator	Rate per Hour	\$65.00
Emergency Response Unit	Rate per Hour	\$112.50
<b>Personnel</b>		
Project Manager	Rate per Hour	\$65.00
Supervisor	Rate per Hour	\$65.00
Field Technician	Rate per Hour	\$42.00
Field Chemist	Rate per Hour	\$42.00
Equipment Operator	Rate per Hour	\$42.00
Administrative Support	Rate per Hour	\$35.00
Laborer	Rate per Hour	\$38.00
<b>Personal Protective Equipment</b>		



Level A - Fully encapsulated protective suit including air	Rate per Hour	\$45.00
Level B - Self Contained breathing suit including 30 minute supplied air	Rate per Hour	\$15.00
Level C - Tyvek suit, half face respiratory protection, goggles and gloves	Rate per Hour	\$5.63
Level D - Work uniform	Rate per Hour	\$3.13
<b>Field Equipment</b>		
Generator	Rate per Hour	\$25.00
Pressure Washer	Rate per Hour	\$45.00
Air Compressor	Rate per Hour	\$35.00
Drum Pumps (20 gallons/minute)	Rate per Hour	\$20.00
Air Driven Pump (30 gallons/minute)	Rate per Hour	\$20.00
Air Driven Pump (70 gallons/minute)	Rate per Hour	\$25.00
Tote Tanks	Rate per Hour	\$9.38
Cutting Torch	Rate per Hour	\$25.00
Portable Lights	Rate per Hour	\$5.63
<b>Field Instrumentation</b>		
Air Monitor (photo ionization detection)	Rate per Hour	\$12.50
Combustible gas/oxygen meter	Rate per Hour	\$12.50
Drager test pumps	Rate per Hour	\$1.25
Drager test tubes	Rate per Hour	\$1.25
Field Haz Cal Test	Rate per Hour	\$4.38
<b>Miscellaneous Supplies</b>		
55 gallon steel / poly drums	Rate per EACH	\$35.00
30 gallon steel / poly drums	Rate per EACH	\$38.00
15 gallon steel / poly drums	Rate per EACH	\$32.00
5 gallon steel / poly pails	Rate per EACH	\$10.00
Vermiculite	Rate per EACH	\$15.00
Truck Liners (End dumps)	Rate per EACH	\$30.00
Bin Liners (Roll-off)	Rate per EACH	\$25.00
<b>Non-Emergency Rates for Roll-Off Containers</b>		
8 ft wide x 15 ft length x 3 ft height		
Cost option 1 - Bidder to provide Vactor truck to pump out the clarifier in to the roll-off container and haul away	Regular Flat Rate	\$2,400.00
Cost option 2 - Bidder to provide cost only to haul away roll-off container and contents pumped into container	Regular Flat Rate	\$1,900.00
Cost option 3 - Bidder to provide 20 yard roll-off bin for contaminated soil (petroleum hydrocarbons) and haul away.	Regular Flat Rate	\$1,500.00

**Optional Service for Battery Removal Services to be included into the Fee Schedule. These Services are determined by each individual Department (Added Language/Fees)**

1. The appropriate "Personnel" rate will be used for repackaged pallets that contain mixed batteries.

<b>Personnel</b>		
Project Manager	Rate per Hour	\$65.00
Supervisor	Rate per Hour	\$65.00
Field Technician	Rate per Hour	\$42.00
Field Chemist	Rate per Hour	\$42.00
Equipment Operator	Rate per Hour	\$42.00
Administrative Support	Rate per Hour	\$35.00
Laborer	Rate per Hour	\$38.00

2. The appropriate "Miscellaneous Supplies" rate will be used for containers, when any necessary transportation of repackaged items is required.

<b>Miscellaneous Supplies</b>		
55 gallon steel / poly drums	Rate per EACH	\$35.00
30 gallon steel / poly drums	Rate per EACH	\$38.00
15 gallon steel / poly drums	Rate per EACH	\$32.00
5 gallon steel / poly pails	Rate per EACH	\$10.00
Vermiculite	Rate per EACH	\$15.00
Truck Liners (End dumps)	Rate per EACH	\$30.00
Bin Liners (Roll-off)	Rate per EACH	\$25.00

3. The appropriate "Emergency Response Rate Sheet/Transportation Equipment" rate will be used for repackaged pallets that contain mixed batteries.

<b>EMERGENCY RESPONSE RATE SHEET</b>		
Transportation Equipment	UOM	UNIT COST
Vacuum Truck w/Operator	Rate per Hour	\$75.00
Stainless Vacuum Truck w/Operator	Rate per Hour	\$85.00
24' Stake Bed Truck w/Operator	Rate per Hour	\$75.00
27' Van w/Operator	Rate per Hour	\$75.00
48' Van w/Operator	Rate per Hour	\$75.00
Roll Off Truck w/Operator	Rate per Hour	\$75.00
Roll Off Truck Tandem w/Operator	Rate per Hour	\$75.00
Bin Rental	Rate per Hour	\$1.25
Crew Truck	Rate per Hour	\$45.00
Gear Truck w/Operator	Rate per Hour	\$65.00
Emergency Response Unit	Rate per Hour	\$112.50

Fleet Services has determined that the following items shall be added to the Fee Schedule:

<b>Description</b>	<b>Vendor Pricing</b>
Oil Soaked Mats and Booms (Per 55 Gallon Drum)	\$ 150.00
Aerosol Paint Cans (Per 55 Gallon Drum)	\$ 295.00
Tire Inflator Sealant Canisters (Per 55 Gallon Drum)	\$ 295.00

**FIRST AMENDED AND RESTATED  
PROFESSIONAL SERVICES AGREEMENT**

for

**HAZARDOUS WASTE REMOVAL SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**INDUSTRIAL WASTE UTILIZATION, INC.**



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This FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between INDUSTRIAL WASTE UTILIZATION, INC., a California Corporation (herein referred to as “CONTRACTOR”), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Waste Resources (herein referred to as “COUNTY”).

### RECITALS

**WHEREAS**, the COUNTY and CONTRACTOR entered into that certain Personal Service Agreement for Hazardous Waste Removal Services, dated September 30, 2014, (“Original Agreement”) and approved by the Board of Supervisors on August 26, 2014, in Minute Order 3-18; and

**WHEREAS**, the parties amended the Original Agreement in that certain Amendment No.1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 (collectively, the “Amendments”); and

**WHEREAS**, the parties now desire to enter into this FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT to extend the period of performance and increase annual contract amount in order prevent any interruption to Hazardous Waste Services provided by CONTRACTOR;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

#### **1. Description of Services**

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

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 **September 30, 2021**, 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 shall not exceed **five hundred fifty thousand (\$550,000)** annually, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). 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 **percentage change in Consumer Price Index- All Consumers, All Items, Riverside-San Bernardino-Ontario, CA for the twelve (12) month period January through January immediately preceding the adjustment**, 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:

CONTRACTOR is to invoice the COUNTY Agency that is requesting services.

CONTRACTOR will request the name and address on the requesting COUNTY Agency.

- 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-92645-001-09/19**; 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 thirty (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.

#### **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. 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. 12101 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**

Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA. 92504-4647  
Attn: Precious Carter  
Procurement Contract Specialist  
951-486-3327

PCarter@rivco.org

**CONTRACTOR**

Industrial Waste Utilization  
5601 State Street  
Montclair, CA. 91763  
Attn: Charles Templer  
President

**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](http://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** 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.

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

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

## **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. General Insurance Provisions - All lines:**

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the

prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier 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.

**[SIGNATURES ON FOLLOWING PAGE]**

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  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA. 92501

By:   
Name: V. Manuel Perez  
Title: Chairman, Board of Supervisors

Dated: DEC 08 2020

CONTRACTOR:  
INDUSTRIAL WASTE UTILIZATION  
5601 State Street  
Montclair, CA. 91763

By:   
Name: Charles Templer  
Title: CEO/CFO/Secretary

Dated: 10-6-20

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By:   
Title: Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Name: Anrit P. Dhillon  
Title: Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICE**

1. Services include pick-up, transportation, labeling, analyses, fate determination, documentation, and audit trails until ultimate treatment or disposal of hazardous or toxic wastes, CONTRACTOR shall remove the following waste materials from various locations throughout the COUNTY:

- A. Antifreeze
- B. Lead Acid Batteries (Vehicle)
- C. Used Tires
- D. Steam Racks
- E. Clarified Sludge (water, dirt and oil waste)
- F. Fluorescent Light Bulbs
- G. Recyclable and Non-Recyclable Universal Waste Batteries
- H. Waste Traffic Paints
- I. Used Oil Filters
- J. Waste Oil (recyclable)
- K. Contaminated Oil (non-recyclable)
- L. Waste Rags/ Absorbent (mixed)
- M. Waste Solvent and E-waste
- N. Flammable liquids and solids
- O. Acids Organic and Inorganic liquids and solids
- P. Bases Organic and Inorganic liquids and solids
- Q. Oxidizers liquids and solids
- R. Toxics liquids and solids
- S. Waste Paints Latex and Oil Base
- T. Electrical Ballasts both PCB and Non-PCB
- U. Mercury Switches/ Devices (From appliances/white goods)
- V. Small Gas Propane Cylinders (1-lb size)
- W. Regulated Medical Waste (Sharps/Needles)
- X. Aerosols
- Y. Non-RCRA Liquids and Solids

2. List of materials used and hazardous or toxic wastes that might be generated at typical COUNTY facilities, to include vehicle maintenance and equipment repair operations, laboratories, printing shops, training sites, photo processing activities, and ground keeping units:

Process/Operation	Materials Used	Typical Mat Ingredient	General Types of Waste Gen
Degreasing; Engine, Parts, And Equipment Cleaning	Degreasers (Gunk), Carburetor Cleaners, Engine Cleaners, solvents, Acids/Alkalies, Cleaning Fluids	Petroleum Distillates, Aromatic Hydrocarbons, Mineral Spirits, Benzene, Toluene, Petroleum Naphtha	Acid/Alkaline Wastes, Spent Solvents, Ignitable Wastes, Toxic Wastes
Rust Removal	Naval Jelly, Strong Acids, Strong Alkalies	Phosphoric Acid, Hydrochloric Acid, Hydrofluoric Acid, Sodium Hydroxide	Acid/Alkaline Wastes
Paint Preparation	Paint Thinners, Enamel Reducers, White Spirits, Paint Removers	Alcohols, Petroleum Distillates, Oxygenated Solvents, Mineral Spirits, Ketones	Paint Wastes, Spent Solvents, Ignitable Wastes, Toxic Wastes
Painting	Enamels, Lacquers, Epoxies, Alkyds, Acrylics Primers, Solvents	Acetone, Toluene, Benzene, Petroleum Distillates, Epoxy Ester Resins, Methylene Chloride, Xylene, Vm&P Naphtha, Aromatic	Paint Wastes, Spent Solvents, Ignitable Wastes, Toxic Wastes

		Hydrocarbons, Methyl Isobutyl Ketones	
Spray Booth, Spray Guns, and Brush Cleaning	Paint Thinners, Enamel Reducers, Solvents, White Spirits	Ketones, Alcohols, Toluene, Acetone, Isopropyl Alcohol, Petroleum Distillates, Mineral Spirits	Paint Wastes, Spent Solvents, Ignitable Waste, Toxic Wastes
Paint Removal	Solvents, Paint Thinners, Enamel Reducers, White Spirits	Acetone, Toluene, Petroleum Distillates, Methanol, Methylene Chloride, Isopropyl Alcohol, Mineral Spirits, Alcohols, Ketones, Other Oxygenated Solvents	Paint Wastes, Spent Solvents, Toxic Wastes
Tank Cleanout	Solvents Or Cleaners To Wash Out Tanks, Residues	Solvents, Petroleum Products In Tanks	Tank Draws Containing Toxic Residues
Installing Lead-Acid Batteries	Used Batteries Of Car, Truck, And Other Vehicles	Lead Dross	Acid/Alkaline Wastes, Batteries (Lead-Acid)
Laboratory Operations	Reagents Of Various Types	Sodium Dichromate, Alcohols, Benzene, Carbon Tetrachloride, Acetamide, Cyclohexane	Off-Spec Chemicals, Samples, Sample Containers, Metals
Printing	Inks, Thinners, Acids, Formulated Washers	Naptha, Trichloromethane, Methylene Chloride	Spent Ink, Thinners, And Acid/Alkaline Wastes, Volatile Organics
Grounds keeping	Pesticides, Herbicides		Toxic Wastes
Minor Facility Projects	Asbestos Containing Building Materials	Asbestos	Low Volume Friable Asbestos

### 3. **Definition of Final Treatment/Disposal:**

COUNTY service facilities that use hazardous or toxic materials are categorized as small quantity generators (SQG) generators that generate between 100 kilograms and 1,000 kilograms (220-2000 pounds) per month of hazardous waste, and generate no more than 1 kilogram (2.2 pounds) per month of acutely hazardous waste, and accumulate on-site no more than 6,000 kilograms (13,200 pounds) of hazardous waste. Hazardous waste generator requirements are outline in the following table (Note that in the event that state or local requirements may vary - CONTRACTOR is responsible for determining appropriate regulatory requirements within the locale of the contract area):

<b>Requirement</b>	<b>Conditionally Exempt</b>	<b>Small Quantity</b>	<b>Large Quantity</b>
Amount of Acute Waste (40 CFR 261&262)	0-100kg/Mth, 1Kg	100-1000kg/Mth <1 Kg	>1,000kg/Mth > Kg
Accumulation (40 CFR 261&262)	1,000 Kg	6,000 Kg	Unlimited
Storage Time (40 CFR 261&262)	Unlimited	180 Days Unless > 200 Mile Transport Then 270 Days	90 Days
EPA ID No. (40 CFR 262)	NA	Required	Required
Manifest (40 CFR 262)	NA	Required	Required
<b>Recordkeeping</b>			
Manifest (262.40)	NA	NA	NA

Exception Rpts (262.42) Manifest Not Returned	NA	3 Years	60 Days And Send CY to EPA
Waste Testing Results	3 Years	NA	3 Years
Biennial Rpt To EPA (262.41)	35 Days To Contact	TSD Transport And 45 Days To EPA	3 Years Required
Personnel Training	NA	Some (262.34)	Required
Emergency Response Preparedness Equip & Coord (40 CFR 265, Subpart D)	NA	Required	Required
Contingency Plan And Emergency Procedures (40 CFR 265, Subpart D)	NA	SQG Reqmnts And Plans	Required
Container Mgmnt (40 CFR 265m, Subpart I)	NA	Required	Required
Tank Mngmnt (40 CFR 265, Subpart J)	NA	SQG Requirements	Required
Land Disposal Notice And Waste Management Plan (40 CFR 268.7)	NA	Required	Required
Hazardous Waste Label	Should Do	Required	Required
Accumulation Date Label	Should Do	Required	Required

4. CONTRACTOR shall be responsible for obtaining any necessary licenses and permits, notifications or reports in order to comply with any applicable international, federal, state and local laws, codes and regulations in connection with the performance of the work at no additional cost to the COUNTY.
5. CONTRACTOR shall immediately inform the COUNTY of any violations received during inspections of CONTRACTORS facilities. CONTRACTOR shall notify COUNTY of any and all permit changes. CONTRACTOR shall not accept from COUNTY and material of which they are not legally permitted to accept. CONTRACTOR shall not process, store or treat any COUNTY waste material which they are not legally permitted to process, store or treat.
6. CONTRACTOR shall not accept, treat or store COUNTY RCRA waste at its facility in any manner that would require the facility to be permitted in accordance with Health and Safety Code §25201 until the CONTRACTOR provides COUNTY with a copy of such permit.
7. **Manifests and Shipping Documents**
  - A. The CONTRACTOR shall obtain and prepare all Manifests, Hazardous Waste Profile Sheets, land Disposal Restriction Notifications, and any other shipping documents required for acceptance of waste into a qualified facility. The CONTRACTOR shall provide a copy of all prepared documents to the COUNTY prior to or with payment invoicing. A uniform hazardous waste manifest is required for the removal from COUNTY property of all hazardous or toxic items. The removal of any hazardous or toxic wastes from postal property.

- B. The CONTRACTOR shall provide the COUNTY with a copy of the manifest(s), land disposal restriction notification(s), and any other shipping documents for review by the appropriate work area supervisor at least (24) hours prior to removal, whenever possible. The pickup manifests will be reviewed and signed by the work area supervisor official. Completed copies of all manifests shall be furnished to the work area supervisor and a legible copy to be sent to the state, as well as submitted as attachments to all invoices. Manifests shall be submitted in such a manner as to comply with the timeliness prescribed by the state and Environmental Protection Agency (EPA) regulations. Any items picked up, recycled or disposed of must be thoroughly described and documented.
- C. The CONTRACTOR is required to provide the COUNTY with two (2) copies of any manifest which documents the movement of waste after it has departed the COUNTY property within 30 calendar days after acceptance of the accepting facility. For example, if waste is shipped from the accumulation site to a facility for storage or treatment, which does not meet the definition of final disposal, then a manifest detailing the acceptance of the waste into additional facility must be provided within the prescribed timeframe. Each manifest, as well as other documentation required herein shall be clearly and distinctly marked with the contract number including the delivery order number as applicable. If Blocks are not provided, the contract and delivery order information shall be placed in the upper right hand corner of each document.
8. **Waste Analysis Sheets**  
The CONTRACTOR shall prepare all waste analysis sheets identified to a specific contract line item that may be required for disposal, and provide two copies to the COUNTY.
9. **Detailed Analysis**  
If the CONTRACTOR must perform detailed analysis for disposal, copies of the results identified to a specific contract line item shall be provided to the COUNTY Facility. Any detailed analysis must comply with all federal, state, and local requirements. Analysis must include determination if hazardous or toxic waste is to be treated, recycled, or ultimately disposed of in a landfill and cost benefits of such determination. Analyses will be provided to the COUNTY facility and method of ultimate disposal will be whichever is cost effective and agreed upon by the CONTRACTOR and COUNTY Facility representative.
10. **Treatment of Hazardous Waste on COUNTY Property**  
Treatment of hazardous waste (including solidification) on COUNTY facility property is not permitted. Treatment is defined as any process which meets the definition of treatment as set forth in applicable federal, state and local laws and regulations.
11. **Hours of Operation**  
The CONTRACTOR agrees that, for those portions of the services provided on COUNTY property, the services will be provided during the normal hours of operations for the COUNTY facility. The normal hours of operations for those facilities where the items are located is closed.
12. **Loading**  
The CONTRACTOR responsible for loading, including furnishing all the equipment necessary for loading. Unless otherwise provided in the contract, loading will not be performed on Saturdays, Sundays, COUNTY holidays, or any day that the facility where the items are located is closed.
13. **Bulk Items**  
Bulk items shall be measured by one of the following methods. The method used shall be whichever is most accurate and agreed upon by the CONTRACTOR and COUNTY representative
- A. Actual weight using COUNTY or other commercial scales
  - B. Calculated weight. As an alternative to actual weighing, the weight of bulk shipments may be computed, provided that the specified gravity of the material is known and the volume actually picked up is determined. For example, 2,000 gallons of liquid with a specific gravity of 1.4 = calculated

weight of 23,344 pounds. (2,000 x 1.4 x 8.337, where one gallon of water weighs 8.377 pounds). Specific Gravity will be obtained from a waste profile sheet.

#### 14. Containers

- A. CONTRACTOR shall ensure that the appropriate number and type of containers used for the removal of hazardous waste is correctly identified on the Uniform Hazardous Waste Manifest. CONTRACTOR will ensure that the appropriate quantities and units of weights and volumes are appropriately and correctly reflected on the Uniform Hazardous Waste Manifest.
- B. CONTRACTOR shall ensure that a 55-gallon barrel is used for the removal of a hazardous liquid that is less than 55-gallons, then the actual volume or weight of the liquid or any other hazardous waste will be correctly and appropriately reflected on the Uniform Hazardous Waste Manifest. This will apply to any and all containers that are used by the CONTRACTOR to remove any and all hazardous waste from sites.
- C. CONTRACTOR may be required to provide a demolition type roll-off container: approximate size will be 8 feet in width x 15 feet in length x 3 feet in height. The roll-off container must meet Department of Transportation (DOT) specifications and be lined with plastic sheeting, 4-mil or better. Roll-off container is to be positioned so that the water/ liquid can drain out of one end of the roll-off and back into the steam cleaner pit clarifier. All liquid and solid contents of the pit shall be pumped and transferred from the pit into the roll-off container. One of the solids are dry, the roll-off can then be hauled off to the authorized disposal location.

#### 15. Transportation/Waste Hauling

CONTRACTOR shall have the ability to provide transportation of hazardous and non-hazardous solid and liquid wastes.

- A. CONTRACTOR's vehicles must meet Department of Motor Vehicles (DMV) code requirements, California Highway Patrol (CHP) Inspection Program Requirements, California Occupational Safety and Health Administration (Cal-OSHA) and Federal Occupational Safety and Health Administration (Fed-OSHA) regulations in addition to all other applicable codes required for use on Highways.
- B. All applicable State and Federal permits for transportation and disposal of hazardous waste are the responsibility of the CONTRACTOR.
- C. CONTRACTOR shall profile all waste streams prior to transporting the waste to a Treatment, Storage and Disposal Facility (TSDF) and shall handle all manifests and related documentation.

#### 16. Spills, Containment and Clean-Up

The CONTRACTOR shall be solely responsible for any and all spills or leaks during the performance of a resulting contract, which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The CONTRACTOR agrees to clean-up such spills or leaks to the satisfaction of the onsite COUNTY representative and in a manner that complies with applicable local, state and federal laws and regulations. The clean-up shall be at no additional cost to the COUNTY. The CONTRACTOR shall report all such spills or leaks regardless of their quantity to the COUNTY immediately upon discovery. A written follow-up report shall be submitted not later than 24 hours after the initial telephone report. The written report shall be in narrative form and at a minimum include the following:

- A. Description of item spilled (including identity, quantity, manifest no., etc.)
- B. Whether amount spilled is EPA/ state reportable, and if so whether it was reported
- C. Exact time and location of spill including a description of the area involved



- D. Containment procedures initiated
- E. Summary of any communications CONTRACTOR had with press or government officials other than COUNTY.
- F. Description of clean-up procedures employed or to be employed at the site including the disposal location of spill residue.
- G. Work orders shall have the following information:
  - (1) Specify services performed.
  - (2) Staff titles and hours worked.
  - (3) Methods and Materials used.
  - (4) Name and Address of Disposal Facility.
- H. CONTRACTOR shall be required to provide a 24 hour emergency contact. This person(s) must have authority to provide what is needed in an emergency. Failure to respond may be grounds for default or termination.
- I. CONTRACTOR shall furnish the labor force and equipment necessary to meet the needs of the COUNTY. Cost estimates for identified work items, including labor, equipment, materials, and supplies to be used, shall be furnished to the COUNTY for review/authorization prior to commencement of work

### 17. **Emergency Spill**

Emergency spill response service shall be provided to the COUNTY on an as needed basis, responding within two (2) hours of such request. Bidder shall identify the level of response service provided. Such services shall be provided 24 hours per day, seven (7) days per week. Such services shall be provided to the COUNTY to insure that spill clean-up procedures are in accordance with State and Federal regulations and protect public and all COUNTY property.

### 18. **Emergency Response Plan**

- A. Provide confirmation to the COUNTY's on-scene incident commander within fifteen (15) minutes of request to response.
- B. Maintain a twenty-four (24) hour per day communication system.
- C. Select, provide and maintain response equipment and personal protective equipment based upon level of hazard and OSHA regulations.
- D. Arrive on the scene with the appropriate materials, equipment and personnel within two (2) hours of such request. Upon arrival at the scene, the CONTRACTOR shall meet with COUNTY's on-scene Incident Commander to organize procedures and operations.
- E. A site safety and control plan shall be established reviewed prior to CONTRACTOR's commencing mitigation efforts. A copy of the plan shall be submitted to COUNTY's on scene commander.
- F. Safety plan shall include the following:
  - (1) Summary analysis of hazards on the site and a risk analysis of those hazards
  - (2) Chemical site hazards
  - (3) Physical site hazards
  - (4) Site map or sketch to include:
    - i. Hot, warm and cold zones
    - ii. Work areas
    - iii. Decontamination areas
    - iv. Access control points
    - v. Command post
    - vi. Staging area
    - vii. Any other information that the CONTRACTOR or Incident Commander deems necessary
- G. At any time, when requested, the CONTRACTOR shall produce documentation of CONTRACTOR's employees' training certification as required in Section 7.3. This documentation shall be on every

incident scene while the employee is working.

- H. After areas of contamination or determined, control areas and decontamination areas will be designated and the information disseminated to the CONTRACTOR's operating personnel and the COUNTY's on-scene Incident Commander. The work shall be performed in accordance with all Federal, State and Local regulations. Such work shall be subject to approval of the COUNTY's on-scene Incident Commander.
- I. After all parameters at the scene have been identified recovery and containment procedures shall commence using the proper recovery container(s) for the particular substance.

## 19. **Safety and Training**

CONTRACTOR shall be solely and completely responsible for condition of the premises on which the work is performed and for safety of all persons and property on the site during performance of the contract. CONTRACTOR shall conform to all governing safety regulations.

The CONTRACTOR's firm must be a State Certified Hazardous Waste CONTRACTOR and Transporter

19.1 All of CONTRACTOR's personnel shall have the following:

- A. Forty (40) hours Hazardous Waste Operations and Emergency Response (HAZWOPER) training or equivalent
- B. Forty (40) hour Hazardous Waste Site Worker Training, meeting the requirements of Cal-OSHA Regulations, and Title 8, CCR, Section 5192.
- C. Evidence of the most recent annual eight (8) hour refresher (HAZWOPER) training.
- D. Annual Respirator Fit Testing
- E. CPR/ First Aid Training

19.2 Supervisor and Project Manager Personnel

- A. Annual eight (8) hour Supervisory training as appropriate
- B. HHW project management training
- C. Radioactive monitoring and training
- D. CPR/ first aid training

## 20. **Required Licenses/Certifications**

- A. CONTRACTOR shall maintain all required permits, licenses and certificates to transport and or manage COUNTY waste including RCRA Hazardous Waste, California Only Hazardous Waste, Universal Waste and Non-Hazardous Waste. These licenses and certificates include but are not limited to the following:
- B. Bidders shall be a California registered hauler of Hazardous Waste Material
- C. United States Department of Transportation Title 49
- D. Hazardous Materials Certificate of Registration Title 49
- E. United States Environmental Protection Agency (Region 9)
- F. EPA ID number with a listed status as: Hazardous Waste Transporter

- G. State of California Department of Motor Vehicles Motor Carrier Permit; Classification “For Hire”
- H. Department of California Highway Patrol Hazardous Materials Transportation License
- I. Business License

20.1 State of California Licenses:

- A. Certified Hazardous Substance Removal
- B. Title 13 California Code of Regulation; California Vehicle Code Section 34500; Trucks Transporting Hazardous Materials
- C. State CONTRACTOR Certification for Hazardous Waste Substance Removal; Business and Professions Code Section 7058.7

21. **Waste Handling and Protection Requirements**

21.1 Handling

- A. CONTRACTOR shall supply all required Department of Transportation (DOT) vehicle placards and apply all required DOT labels and Hazardous Waste labels to Waste containers when transporting waste.
- B. CONTRACTOR shall perform all required tests to determine the proper DOT hazard category for all transportable waste.

21.2 Protection

- A. The COUNTY requires all of CONTRACTOR’s service personnel to be equipped with personal protective clothing and equipment (PPE), as deemed necessary for the Level of Response at each clean-up site. COUNTY shall determine and communicate the level of response, prior to ordering services from the CONTRACTOR.
- B. CONTRACTOR shall be responsible for ensuring their service personnel are equipped with the appropriate levels of PPE according to OSHA 29 (CFR) 1910.

22. **Disposal of Waste**

CONTRACTOR shall transport all hazardous waste to an authorized and permitted Treatment, Storage and Disposal Facility (TSDF) or to the CONTRACTOR’s facility, providing this facility is a designated transfer station and is legally permitted and in compliance with local zoning laws.

23. **Reporting**

CONTRACTOR shall provide separate work forms for each service response, to be included with the invoice to COUNTY.

23.1 Work orders shall have the following information:

- A. Specify services performed
- B. Staff title and hours worked
- C. Methods and materials used
- D. Name and address of Disposal Facility

24. Recycle Certification

The CONTRACTORS shall prepare a Certificate of Recycling for any waste that is recycled. One (1) copy of each Certificate of Recycling signed by a responsible facility official for property removed will be provided to the generator as listed on the shipping paper or manifest to be submitted prior to or with the invoice(s).

25. Pick-Up Locations

CONTRACTOR shall remove hazardous waste from the following locations:

Name	Location
RCWMD Badlands Landfill	31125 Ironwood Avenue, Moreno Valley, CA. 92553
RCWMD Central Accumulation Facility (CAF)	16411 Lambs Canyon Road, Beaumont, CA. 92223
RCWMD El Sobrante Landfill	10910 Dawson Canyon Road, Corona, Ca. 92883
RCWMD Blythe Landfill	1000 Midland road, Blythe, CA. 92225
RCWMD Lanbs Canyon Landfill	16411 Lambs Canyon Road, Beaumont, CA. 92223
RCWMD Maintenance Building Automotive Shop (Clarifier located here) Steam Cleaner	14290 Frederick Street, Moreno Valley, CA. 92553
RCWMD Mecca II Landfill	95260 66 <sup>th</sup> Avenue, Mecca, CA. 92254
Fleet Services	5293 Mission Blvd., Riverside, CA. 92509
Fleet Services	4066 COUNTY Circle Drive, Riverside, CA. 92503
Fleet Services	25241 Cottonwood, Moreno Valley, CA. 92553
Fleet Services	1628 S. Hardgrave, Banning, CA. 92220
Fleet Services	824 N. State Street, Hemet, CA. 92543
Fleet Services	30755-V Auld Road, Murrieta, CA. 92563
Fleet Services	82-775 Plaza Avenue, Indio, CA. 92201
Fleet Services	271 N. Spring Street, Blythe, CA. 92225
Flood Control	1995 Market Street, Riverside, CA. 92501
Transportation and Land Management Agency (TLMA)	19355 Ontario Avenue, Corona, CA. 92881-4258
TLMA	23-315 Jefferson Avenue, Murrieta, CA. 92564
TLMA	6851 Van Buren Blvd., Riverside, CA. 92509
TLMA	220 G Street, Perris, CA. 92570
TLMA	595 N. Juanita Street, Hemet, CA. 92543-2915
TLMA	10-901 Hannon Road, Beaumont, CA. 92223
TLMA	25-780 Johnson Road, Box 124, Idyllwild, CA. 92549-0124
TLMA	19-003 Bennett Road, Desert Hot Springs, CA. 92241
TLMA	86-199 Airport Blvd., Thermal, CA. 92274-0787
TLMA	561 S. Broadway, Blythe, CA. 92226
TLMA	2980 Washington Street, Riverside, CA. 92504
Sheriff's Dept. Forensic Services Bureau	137 N. Perris Blvd. Suite B. Perris, CA. 92570
Sheriff's Dept. Aviation Unit	4850 W. Stetson Ave., Hemet, CA. 92545
Sheriff's Dept. Fleet Services	7195 Alessandro Blvd., Riverside, CA. 92506
Riverside COUNTY Regional Medical Center (RCRMC)	26520 Cactus Ave. Moreno Valley, Ca. 92555
FIRE DEPT FLEET – PERRIS	210 West San Jacinto Ave., Perris, CA. 92570
FIRE DEPT FLEET – INDIO	47335 Oasis Street, Indio, CA. 92201
<del>Removed: Probation – Twin Pines Ranch</del>	<del>49500 Twin Pines Road, Banning, Ca. 92220</del>
Probation – Indio Juvenile Hall	47665 Oasis Street, Indio, CA. 922201

\*Any other COUNTY Department not listed that requires hazardous waste removal services may be added by addendum during the bid release time period or will contact the awarded CONTRACTOR(s) directly with name and location if added after award.

**26. Optional Service for Battery Removal Services Determined by Department (Added Language)**

Optional services must be requested by an individual department. This optional service shall include the following:

1. Contractor shall repackage pallets that contain mixed batteries using the contracted labor rates for personnel stated in the Exhibit B Fee Schedule Section entitled "Personnel",
2. Contractor shall provide containers at the prices listed in Exhibit B Fee Schedule Section entitled "Miscellaneous Supplies", for any necessary transportation of repackaged items.
3. Contract shall provide equipment at the prices listed in Exhibit B Fee Schedule Section Entitled "Emergency Rate Sheet/Transportation Equipment".

**EXHIBIT B  
FEE SCHEDULE**

Removal/Transportation/Disposal	Container	Unit Price
Aerosol can	30 gal drum	\$175.00/per drum
	55 gal drum	\$280.00/per drum
Photo Fix / Developer Mix	15 gal drum	\$121.00/per drum
Lead Acid (Vehicle) Batteries *Indicate minimum / maximum quantity pick-up and bulk cost: 20/100 \$350.00	Each	\$2.42/per each
	Bulk	\$12.10/per maximum amount
Used Tires *Indicate minimum / maximum quantity pick-up and bulk cost: 10/100	Each	\$6.05/per each
	Bulk	\$786.00/per maximum amount
	Ton	\$73.00/per Ton
Contaminated Oil (Non-Recyclable)	55 gal drum	\$90.00/per drum
Drum Charge (if any)	55 gal drum	\$99.00/per drum
Drum Labeling Charge (if any)	5 gal pail	\$0/per pail
	30 gal drum	\$0/per drum
	55 gal drum	\$0/per drum
Dry Sweep & Used Rags (mixed & combined) collected and stored	Bins / Dumpsters	\$266.00/per/Bin/Dumpster
	2 ½ yards	or \$133.00/per yard
	(roll off w/plastic lid)	\$106.00
Dry Absorbent mixed with Rags	30 gal drum	\$73.00/per drum
	55 gal drum	\$121.00/per drum
Fluorescent Lamp Removal / With replacement containers	4' & 8' lamps	\$0.33/per foot
Fuel Filter Pick-up	5 gal pail	\$6.05/per pail
	30 gal drum	\$17.50/per drum
	55 gal drum	\$24.00/per drum
Recyclable and Non-Recyclable Universal Waste Batteries	5 gal pail	\$12.00/per pail
	30 gal drum	\$30.00/per drum
	55 gal drum	\$49.00/per drum
Steam Cleaner Pit Clarifier Sludge	2,000 gal Tank	\$0.83/per gallon
Used Oil Filters - Uncrushed	30 gal drum	\$36.00/per drum
	55 gal drum	\$73.00/per drum
Used Oil Filters - Crushed	30 gal drum	\$36.00/per drum
	55 gal drum	\$73.00/per drum
Waste Anti-Freeze	55 gal drum	\$73.00/per drum
Waste Solvent	55 gal drum	\$90.00/per drum

Waste Paint - Latex (recyclable)	55 gal drum	\$121.00/per drum
Waste Paint - Oil Based (flammable)	55 gal Metal drum or	\$114.00/per drum
	Tri-wall Yard Box	\$451.00/per yard box
Broken CRT Glass	55 gal drum	\$110.00/per drum
Flammable Solids	55 gal Metal drum or	\$198.00/per drum
	Tri-wall Yard Box	\$451.00/per yard box
Paint Related Material	55 gal drum	\$114.00/per drum
	Tri-wall Yard Box	\$451.00/per yard box
<b>LAB PACKED DRUMS:</b>		
Flammable Solids	55 gal metal drum	\$270.00/per drum
Flammable Liquids	55 gal metal drum	\$329.00/per drum
Acid Liquids	5 gal pail	\$114.00/per pail
	30 gal Poly drum	\$302.00/per drum
	55 gal Poly drum	\$352.00/per drum
Acid Solids	5 gal pail	\$114.00/per pail
	30 gal Poly drum	\$302.00/per drum
	55 gal Poly drum	\$353.00/per drum
Base Solids	5 gal pail	\$114.00/per pail
	30 gal drum	\$231.00/per drum
	55 gal drum	\$270.00/per drum
Base Liquids	5 gal pail	\$114.00/per pail
	30 gal drum	\$236.00/per drum
	55 gal drum	\$270.00/per drum
Oxidizer Solid	5 gal pail	\$181.00/per pail
	30 gal drum	\$291.00/per drum
	55 gal drum	\$420.00/per drum
Oxidizer Liquids	5 gal pail	\$181.00/per pail
	30 gal drum	\$285.00/per drum
	55 gal drum	\$420.00/per drum
Pesticide Solid	5 gal pail	\$121.00/per pail
	30 gal drum	\$242.00/per drum
	55 gal drum	\$330.00/per drum
Insecticide, Liquid and Solid	5 gal pail	\$121.00/per pail
	30 gal drum	\$242.00/per drum
	55 gal drum	\$330.00/per drum

Herbicide, Liquid and Solid	5 gal pail	\$121.00/per pail
	30 gal drum	\$242.00/per drum
	55 gal drum	\$330.00/per drum
PCB Ballast	55 gal drum	\$160.00/per drum
Non-PCB Ballasts	55 gal drum	\$126.00/per drum
Appliance/white Goods, Mercury Switches	5 gal Pail	\$236.00/per Pail
	30 gal drum	\$270.00/per drum
	55 gal drum	\$451.00/per drum
Elemental Mercury	5 gal pail	\$236.00/per pail
Non-RCRA Liquid and Solid	30 gal drum	\$114.00/per drum
	55 gal drum	\$170.00/per drum
<b>REVENUE GENERATING:</b>		
Disposal of Waste Oil – Price Contractor will pay County for used oil	55 gal drum	\$0.00
Waste Oil (stored above ground and must be pumped out) – Price Contractor will pay County per gallon used oil	500 gallon tank or less	\$0.00
	800 gallon tank	\$0.00
	1400 gallon tank	\$0.00
<b>SERVICE:</b>		
Solvent Tank Rental & Services	30 gallon tank	\$190.00
Sample Testing (when required)	Test	\$270.00
Truck Wash Out – Contaminated Load	Load	\$0
<b>EMERGENCY RESPONSE RATE SHEET:</b>		
<b>Transportation Equipment</b>		
Vacuum Truck w/Operator	Rate per Hour	\$88.00
Stainless Vacuum Truck w/Operator	Rate per Hour	\$88.00
24' Stake Bed Truck w/Operator	Rate per Hour	\$55.00
27' Van w/Operator	Rate per Hour	\$77.00
48' Van w/Operator	Rate per Hour	\$83.00
Roll Off Truck w/Operator	Rate per Hour	\$95.00
Roll Off Truck Tandem w/Operator	Rate per Hour	\$100.00
Bin Rental	Rate per Hour	\$1.48
Crew Truck	Rate per Hour	\$36.00
Gear Truck w/Operator	Rate per Hour	\$36.00
Emergency Response Unit	Rate per Hour	\$88.00



<b>Personnel</b>		
Project Manager	Rate per Hour	\$73.00
Supervisor	Rate per Hour	\$73.00
Field Technician	Rate per Hour	\$55.00
Field Chemist	Rate per Hour	\$55.00
Equipment Operator	Rate per Hour	\$55.00
Administrative Support	Rate per Hour	\$30.00
Laborer	Rate per Hour	\$42.00
<b>Personal Protective Equipment</b>		
Level A - Fully encapsulated protective suit including air	Rate per Hour	\$44.00
Level B - Self Contained breathing suit including 30 minute supplied air	Rate per Hour	\$18.00
Level C - Tyvek suit, half face respiratory protection, goggles and gloves	Rate per Hour	\$5.00
Level D - Work uniform	Rate per Hour	\$3.50
<b>Field Equipment</b>		
Generator	Rate per Hour	\$24.00
Pressure Washer	Rate per Hour	\$42.00
Air Compressor	Rate per Hour	\$24.00
Drum Pumps (20 gallons/minute)	Rate per Hour	\$30.00
Air Driven Pump (30 gallons/minute)	Rate per Hour	\$36.00
Air Driven Pump (70 gallons/minute)	Rate per Hour	\$42.00
Tote Tanks	Rate per Hour	\$42.00
Cutting Torch	Rate per Hour	\$30.00
Portable Lights	Rate per Hour	\$48.00
<b>Field Instrumentation</b>		
Air Monitor (photo ionization detection)	Rate per Hour	\$97.00
Combustible gas/oxygen meter	Rate per Hour	\$97.00
Drager test pumps	Rate per Hour	\$24.00
Drager test tubes	Rate per Hour	\$24.00
Field Haz Cat Test	Rate per Hour	\$36.00
<b>Miscellaneous Supplies</b>		
55 gallon steel / poly drums	Rate per EACH	\$54.00
30 gallon steel / poly drums	Rate per EACH	\$49.00
15 gallon steel / poly drums	Rate per EACH	\$42.00
5 gallon steel / poly pails	Rate per EACH	\$18.00
Vermiculite	Rate per EACH	\$18.00

Truck Liners (End dumps)	Rate per EACH	\$30.00
Bin Liners (Roll-off)	Rate per EACH	\$30.00
<b>Non-Emergency Rates for Roll-Off Containers</b>		
<b>8 ft wide x 15 ft length x 3 ft height</b>		
Cost option 1 – Contractor to provide Vector truck to pump out the clarifier in to the roll-off container and haul away	Regular Flat Rate	\$2750.00
Cost option 2 - Contractor to provide cost only to haul away roll-off container and contents pumped into container	Regular Flat Rate	\$2300.00
Cost option 3 - Contractor to provide 20 yard roll-off bin for contaminated soil (petroleum hydrocarbons) and haul away.	Regular Flat Rate	\$2300.00

**Optional Service for Battery Removal Services to be included into the Fee Schedule. These Services are determined by each individual Department (Added Language/Fees)**

1. The appropriate "Personnel" rate shall be used for repackaged pallets that contain mixed batteries.

<b>Personnel</b>		
Project Manager	Rate per Hour	\$73.00
Supervisor	Rate per Hour	\$73.00
Field Technician	Rate per Hour	\$55.00
Field Chemist	Rate per Hour	\$55.00
Equipment Operator	Rate per Hour	\$55.00
Administrative Support	Rate per Hour	\$30.00
Laborer	Rate per Hour	\$42.00

2. The appropriate "Miscellaneous Supplies" rate shall be used for containers, when any necessary transportation of repackaged items is required.

<b>Miscellaneous Supplies</b>		
55 gallon steel / poly drums	Rate per EACH	\$54.00
30 gallon steel / poly drums	Rate per EACH	\$49.00
15 gallon steel / poly drums	Rate per EACH	\$42.00
5 gallon steel / poly pails	Rate per EACH	\$18.00
Vermiculite	Rate per EACH	\$18.00
Truck Liners (End dumps)	Rate per EACH	\$30.00
Bin Liners (Roll-off)	Rate per EACH	\$30.00

3. The appropriate "Emergency Response Rate Sheet/Transportation Equipment" rate shall be used for repackaged pallets that contain mixed batteries.

Vacuum Truck w/Operator	Rate per Hour	\$88.00
Stainless Vacuum Truck w/Operator	Rate per Hour	\$88.00
24' Stake Bed Truck w/Operator	Rate per Hour	\$55.00
27' Van w/Operator	Rate per Hour	\$77.00
48' Van w/Operator	Rate per Hour	\$83.00
Roll Off Truck w/Operator	Rate per Hour	\$95.00
Roll Off Truck Tandem w/Operator	Rate per Hour	\$100.00
Bin Rental	Rate per Hour	\$1.48
Crew Truck	Rate per Hour	\$36.00
Gear Truck w/Operator	Rate per Hour	\$36.00
Emergency Response Unit	Rate per Hour	\$88.00

Fleet Services has determined that the following items shall be added to the Fee Schedule:

<b>Description</b>	<b>Vendor Pricing</b>
Oil Soaked Mats and Booms (Per 55 Gallon Drum)	\$121.00
Aerosol Paint Cans (Per 55 Gallon Drum)	\$280.00
Tire Inflator Sealant Canisters (Per 55 Gallon Drum)	\$345.00