

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.6
(ID # 19689)

MEETING DATE:
Tuesday, August 30, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Hazardous Waste Removal Services Agreements Between the Riverside County Flood Control and Water Conservation District and Three Hazardous Waste Removal Services Contractors, Fiscal Years 2022/2023 through 2024/2025, All Districts. [\$900,000 Total Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Hazardous Waste Removal Services Agreements ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and three hazardous waste removal services contractors ("Contractor") as listed in Attachment A for Fiscal Years 2022/2023 through 2024/2025;
2. Authorize the Chair of the District's Board of Supervisors to execute the same on behalf of the District;
3. Authorize the District's General Manager-Chief Engineer to terminate the Agreements in accordance with the terms and conditions in the Agreements;
4. Authorize the District's General Manager-Chief Engineer to extend the Agreements for an additional fiscal year; and
5. Direct the Clerk of the Board to return two (2) executed Agreements to the District.

ACTION:Policy

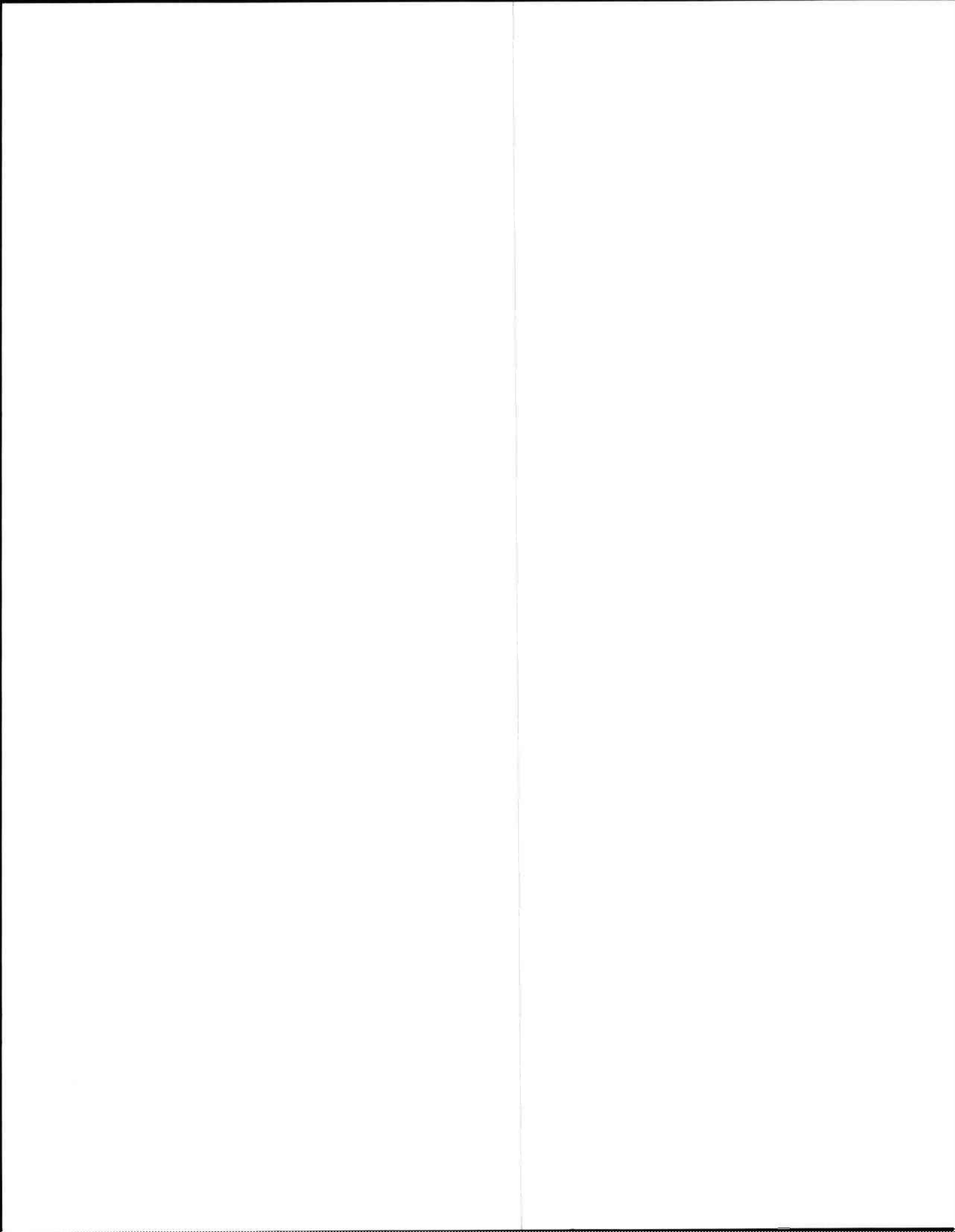
Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 8/17/2022

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: August 30, 2022
xc: Flood

Kecia R. Harper
Clerk of the Board
By:
Deputy



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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 200,000	\$ 300,000	\$ 900,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment: No	
See Additional Fiscal Information			For Fiscal Year: 22/23- 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreements set the terms and conditions by which the Contractors will provide as-needed general hazardous waste removal services to remove contaminated soils and other constituents from the District's facilities. Once a contract is approved, the District will have the ability, but is under no obligation, to issue one or more service requests to utilize the Contractors' services on an as-needed basis.

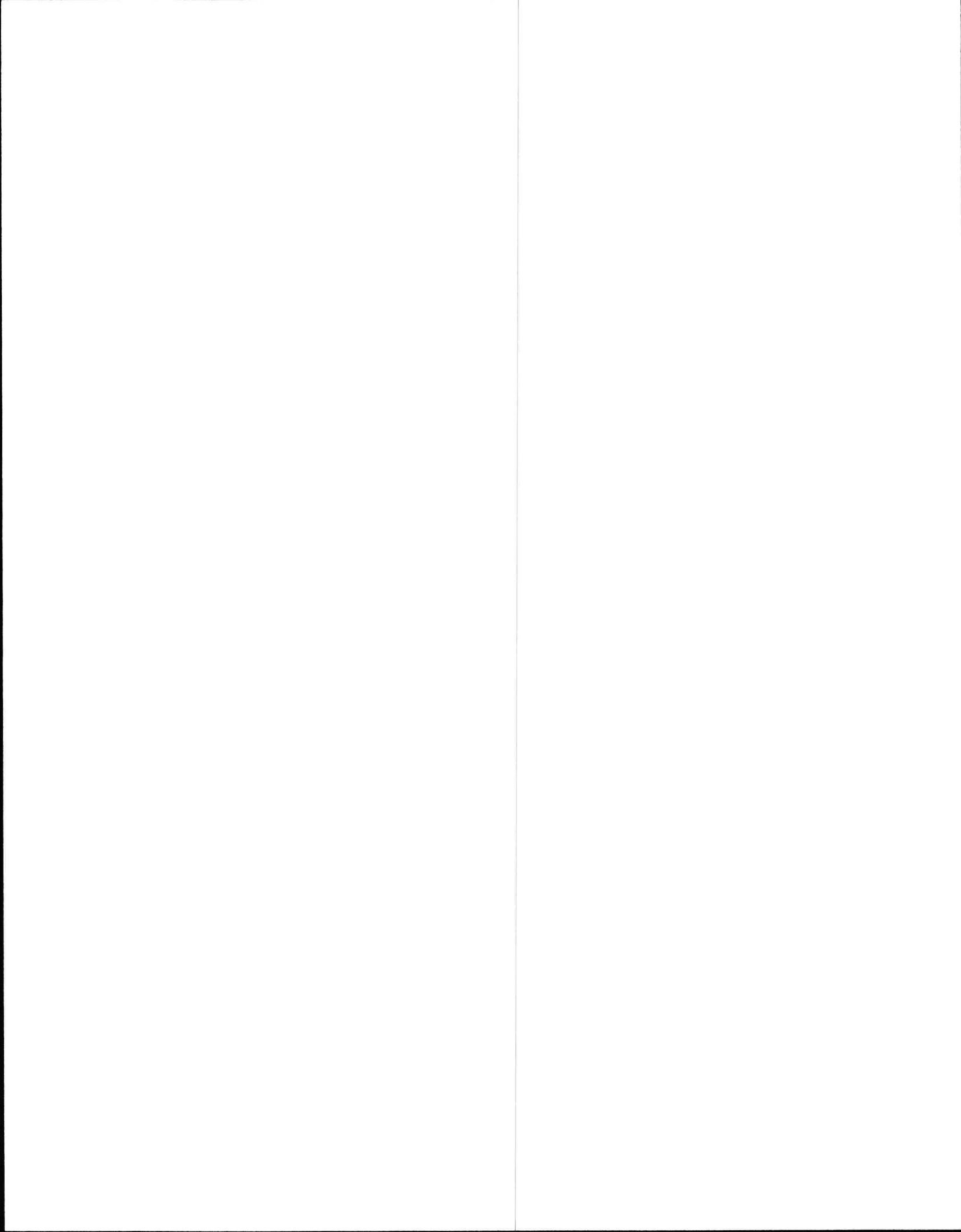
The services are essential when hazardous waste is encountered within the District's facilities as part of routine inspections, reported illicit discharge or illegal dumping incidents by other entities. Having the on-call contracts in place will help the District respond to such incidents promptly. In addition, the District is assisting the Army Corps of Engineers ("ACOE") with the Santa Ana Levee Rehabilitation Project ("Project"). Part of the assistance provided by the District is to clean up the Project site from hazardous waste prior to ACOE's selected lowest bidder commencing Project construction. The on-call District Contractors will perform the removal of hazardous waste encountered within the Project site.

The term of the service request issuance remains at three years and needs to be initiated and completed by June 30, 2025.

County Counsel has approved the Agreements as to legal form. The Contractors have executed the Agreements.

Impact on Residents and Businesses

The Contractor services under these Agreements will allow the District to implement the prompt responses to clean up hazardous waste encountered within District facilities. The services provided pursuant to these Agreements will be paid for by of a number of existing District revenue sources, including ad valorem property tax revenue; the District's existing Benefit Assessments for the Santa Ana, Santa Margarita, and Whitewater watersheds; and contributions from other agencies. Costs incurred under these Agreements will entail no new fees, taxes or bonded indebtedness. Percentage of funds will be further determined upon services provided.



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Additional Fiscal Information

Sufficient funding is included in the District's budget for FY 2022-2023. Appropriate amounts will be included in the proposed budgets for FY 2023-2024 and 2024-2025.

SOURCE OF FUNDS:

Zone 1 Const / Maint / Misc. – 25110-947400-525440
Zone 2 Const / Maint / Misc. – 25120-947420-525440
Zone 3 Const / Maint / Misc. – 25130-947440-525440
Zone 4 Const / Maint / Misc. – 25140-947460-525440
Zone 5 Const / Maint / Misc. – 25150-947480-525440
Zone 6 Const / Maint / Misc. – 25160-947500-525440
Zone 7 Const / Maint / Misc. – 25170-947520-525440
25180 947540 525440 NPDES Whitewater Assessment
25190 947560 525440 NPDES Santa Ana Assessment
25200 947580 525440 NPDES Santa Margarita Assessment

Contract History and Price Reasonableness

The County of Riverside released the Request for Proposal PUARC-1680 ("RFP") for hazardous waste removal services in accordance with the purchasing guidelines and entered into contracts with three contractors. Section 13 of the County contracts allows other County Departments and Special Districts to piggyback off such contracts if the scope of work and terms of the contracts remain the same. The District's Purchasing Department obtained concurrence from the County of Riverside's Purchasing Department and has moved forward with the same terms and conditions for these contracts.

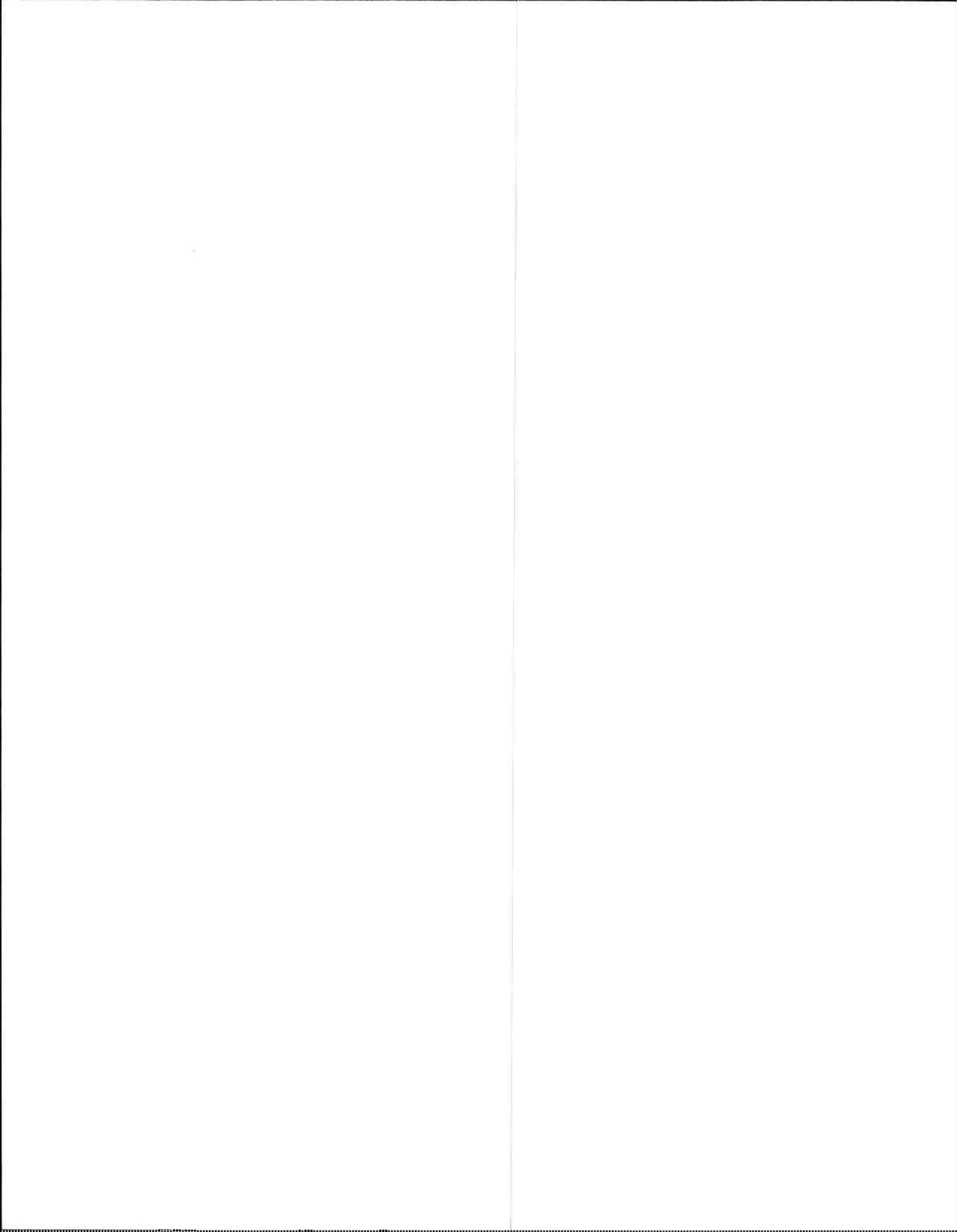
ATTACHMENTS:

1. Three Hazardous Waste Services Agreements
2. Attachment A

RSM:rlp
P8/245204


Jason Farin, Principal Management Analyst 8/23/2022


Cynthia M. Guarez, Chief Deputy County Counsel 8/18/2022



PROFESSIONAL SERVICES AGREEMENT

for

HAZARDOUS WASTE REMOVAL SERVICES

between

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

and

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

AUG 30 2022 11-6

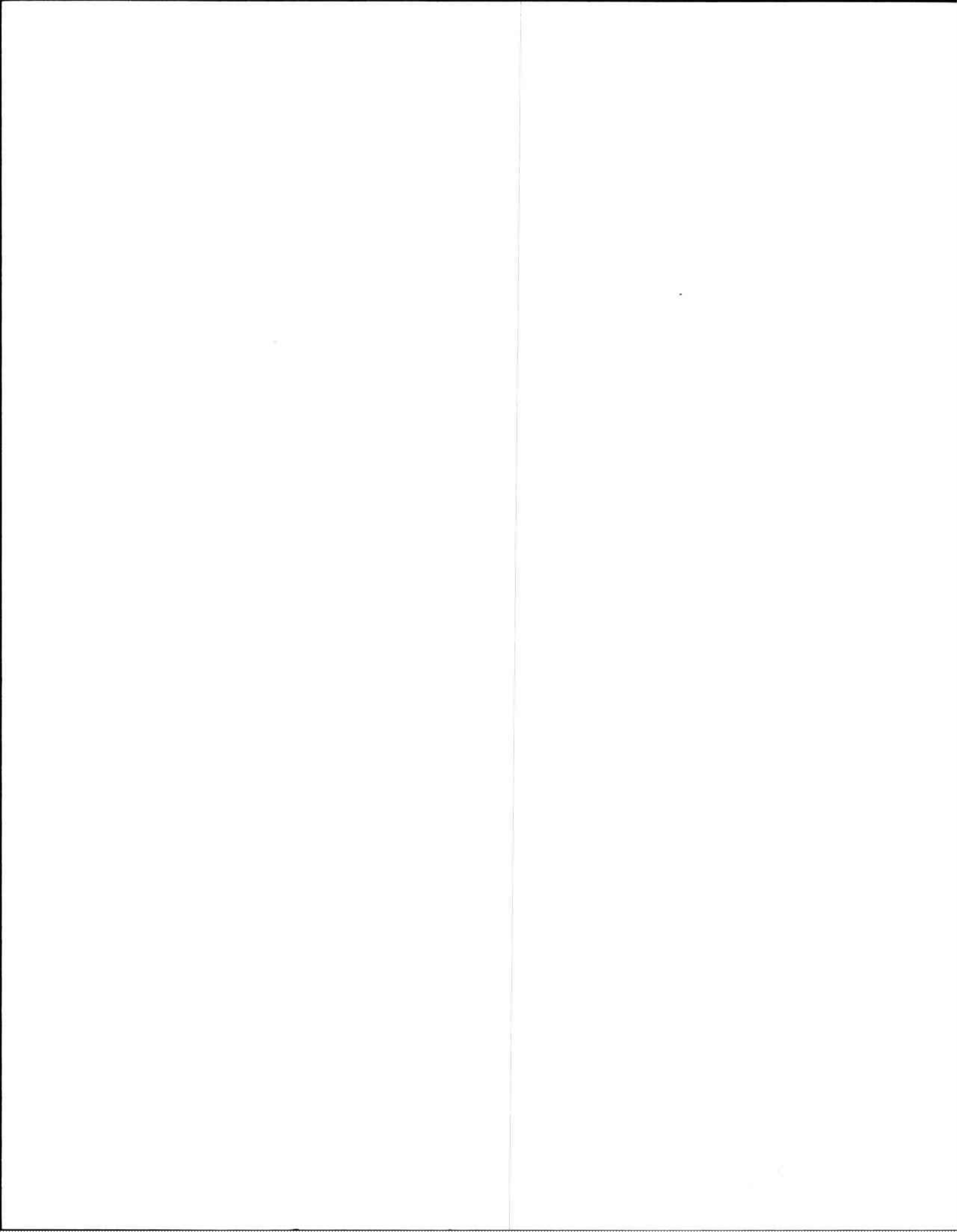
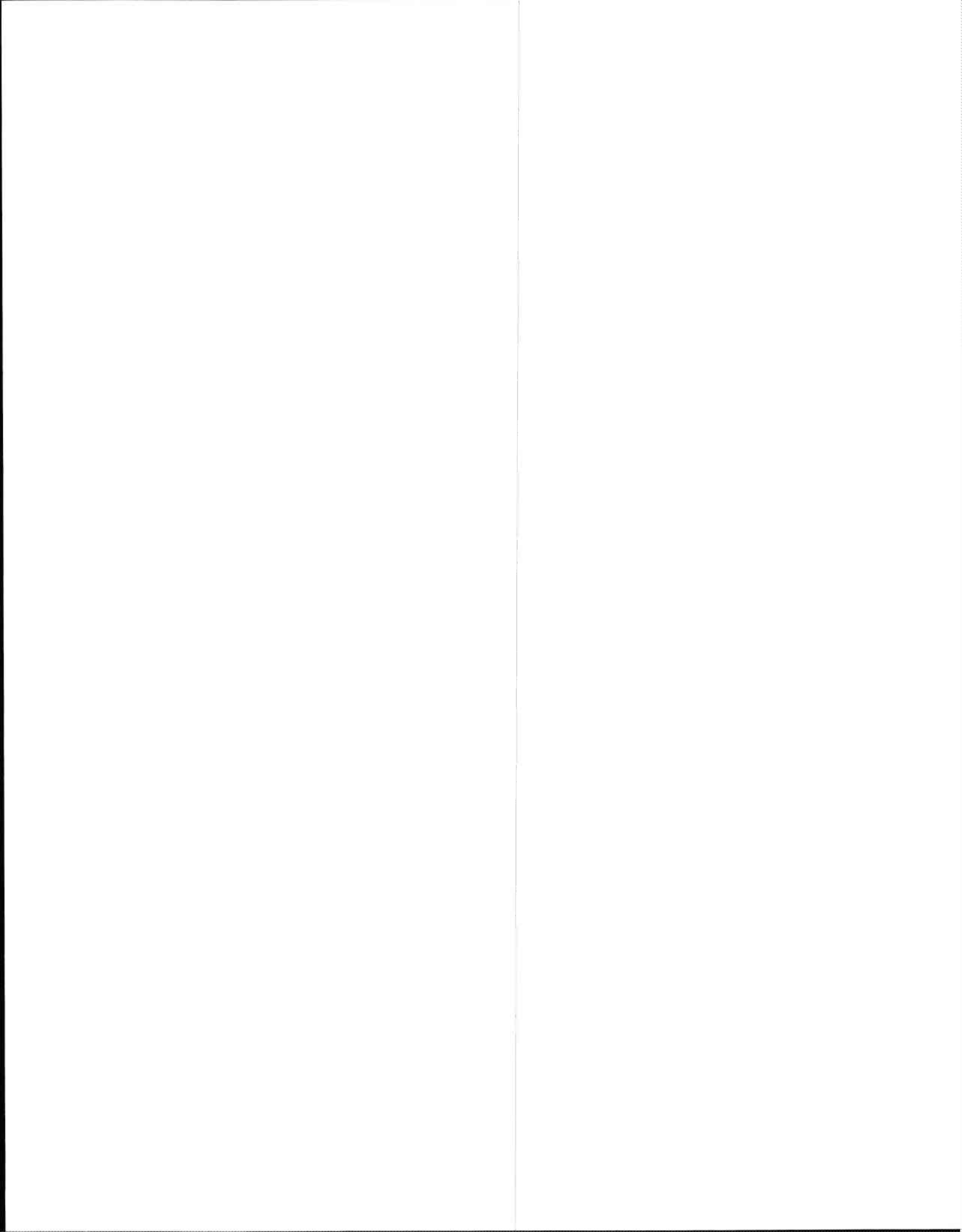


TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	4
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	7
10. Subcontract for Work or Services	8
11. Disputes	8
12. Licensing and Permits	9
13. Use by Other Political Entities	9
14. Non-Discrimination	9
15. Records and Documents	9
16. Confidentiality	10
17. Administration/Contract Liaison	10
18. Notices	10
19. Force Majeure	11
20. EDD Reporting Requirements	11
21. Hold Harmless/Indemnification	11
22. Insurance	12
23. General	16
Exhibit A-Scope of Service	20
Exhibit B- Payment Provisions	35



This Agreement, made and entered into this 30th day of August 30, 2022, by and between CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., a Massachusetts corporation registered to do business in California (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (herein referred to as "DISTRICT"). 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, and 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 DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT 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.

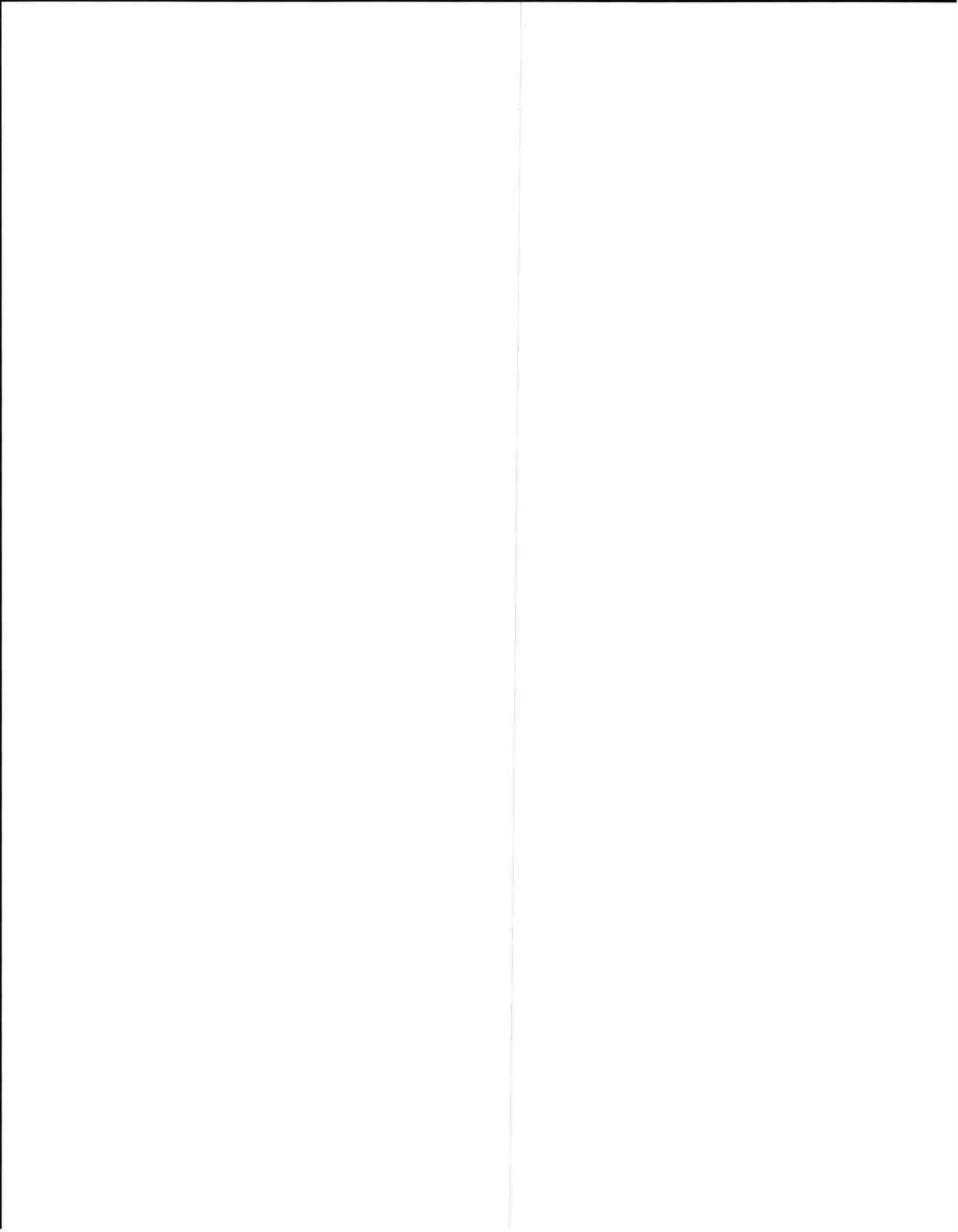
1.4 Acceptance by the DISTRICT of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through July 31, 2025, 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 COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The DISTRICT shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. The DISTRICT 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, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

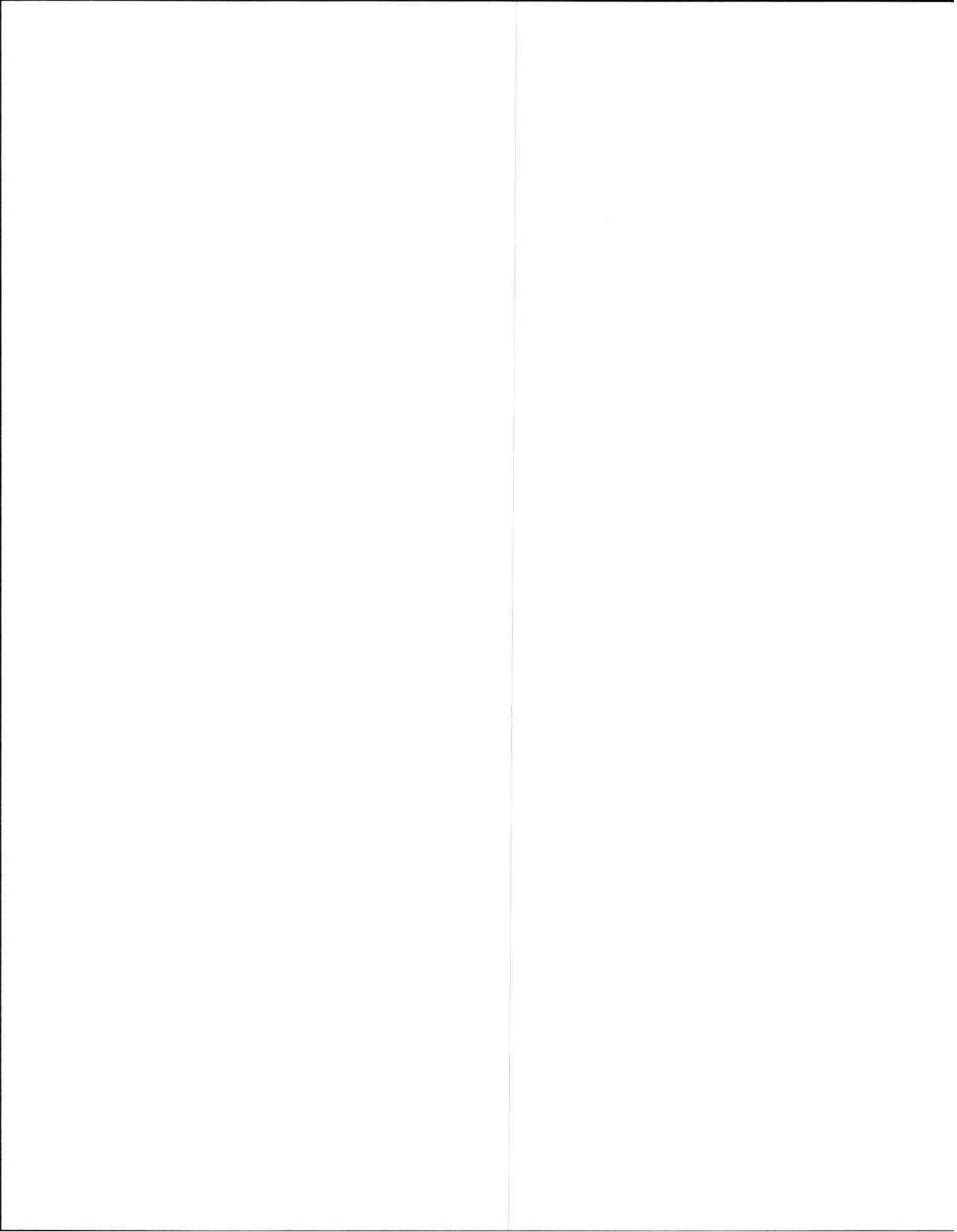


3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT 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 DISTRICT. 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 the Consumer Price Index - All Urban Consumers, All Items - (Series ID# CUURS49CSAO) Riverside San Bernardino - Ontario, CA areas for the twelve (12) month period, January through January, immediately preceding the adjustments and be subject to satisfactory performance review by the DISTRICT 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 DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT 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 DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to the DISTRICT that is requesting services. CONTRACTOR will request the name and address of the requesting COUNTY.

- 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 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 DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT 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 DISTRICT 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, DISTRICT 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 DISTRICT Purchasing Agent and/or his designee is the only authorized DISTRICT 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 DISTRICT 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

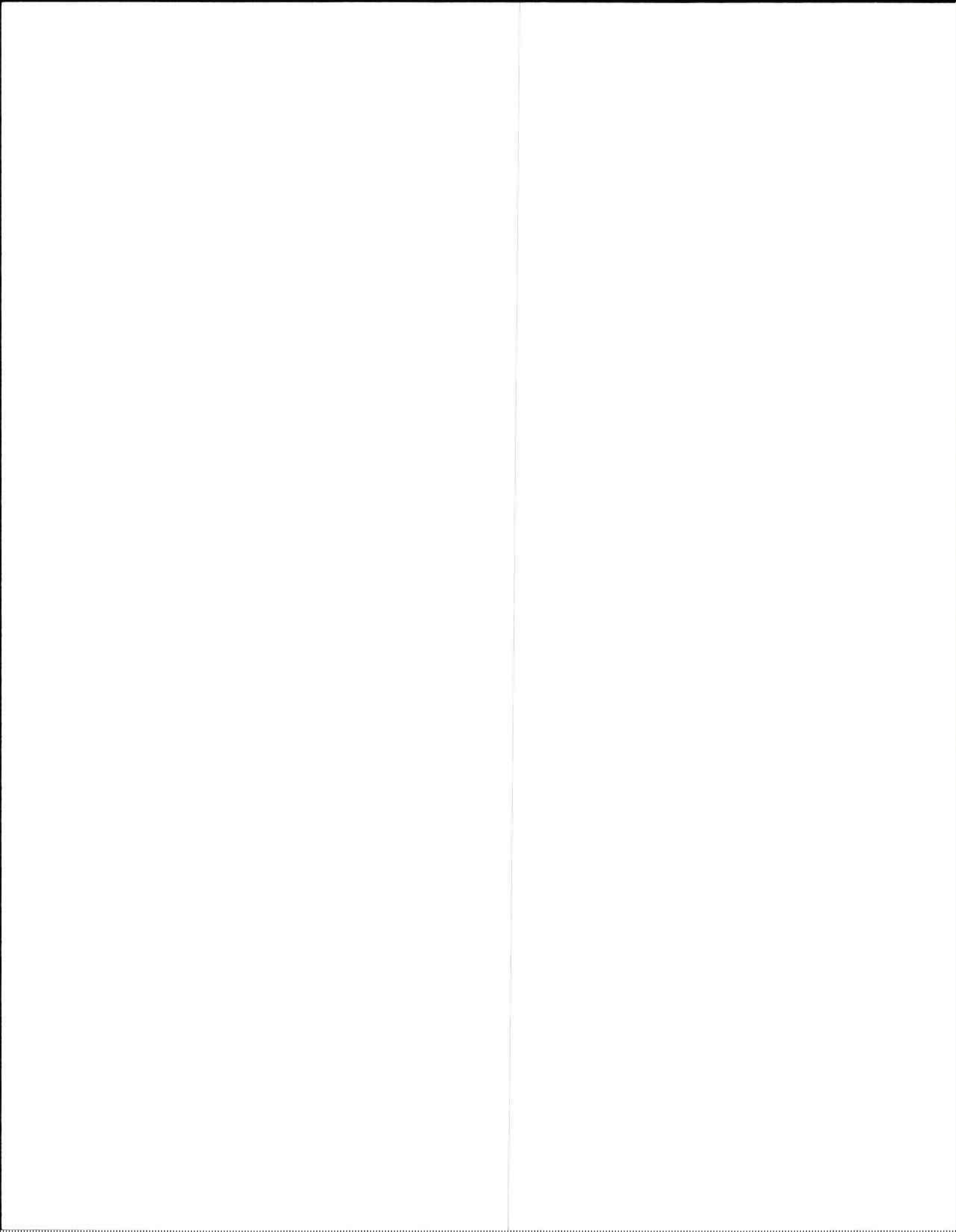
5.1. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon CONTRACTOR stating the extent and effective date of termination.

5.2 DISTRICT 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 DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

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 DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

5.4 After termination, DISTRICT 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 DISTRICT 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.

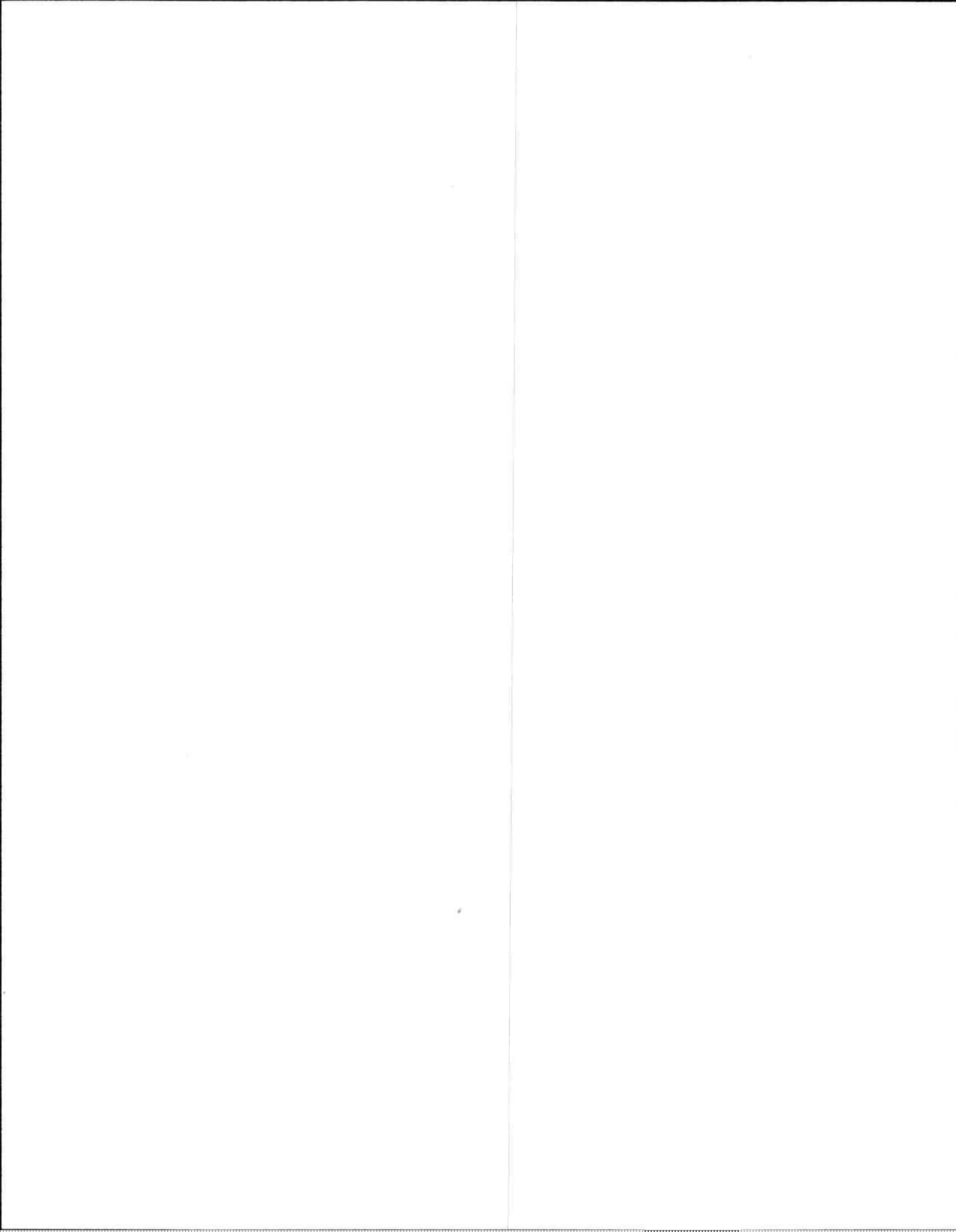
5.7 The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

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 DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose that the DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT 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 DISTRICT.

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 DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT'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 DISTRICT employees.

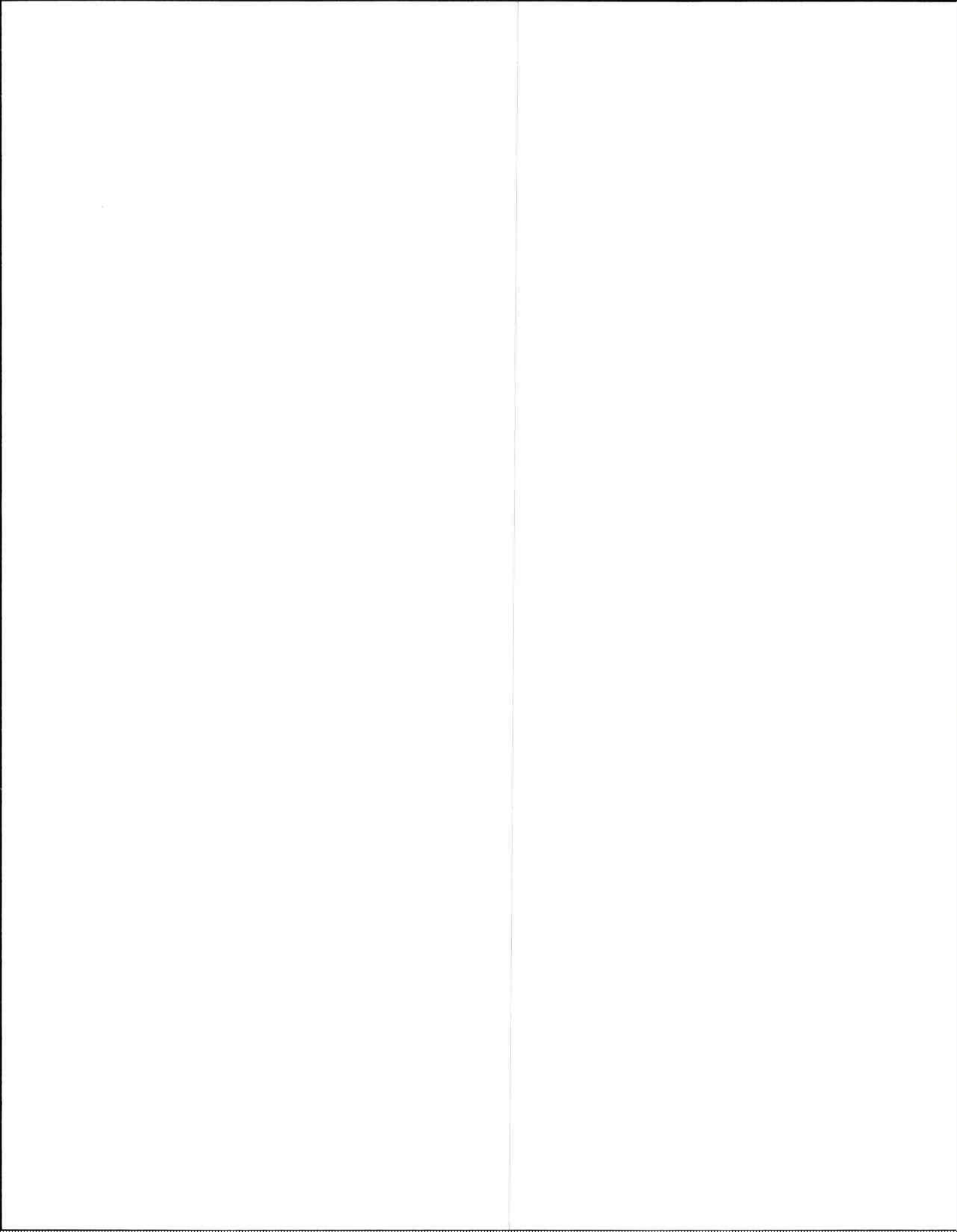
8. Inspection of Service; Quality Control/Assurance

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 DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT 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 DISTRICT 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 DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT 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 DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT 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 DISTRICT 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 DISTRICT. 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 DISTRICT 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 DISTRICT harmless from any and all claims that may be made against DISTRICT 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 DISTRICT 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.

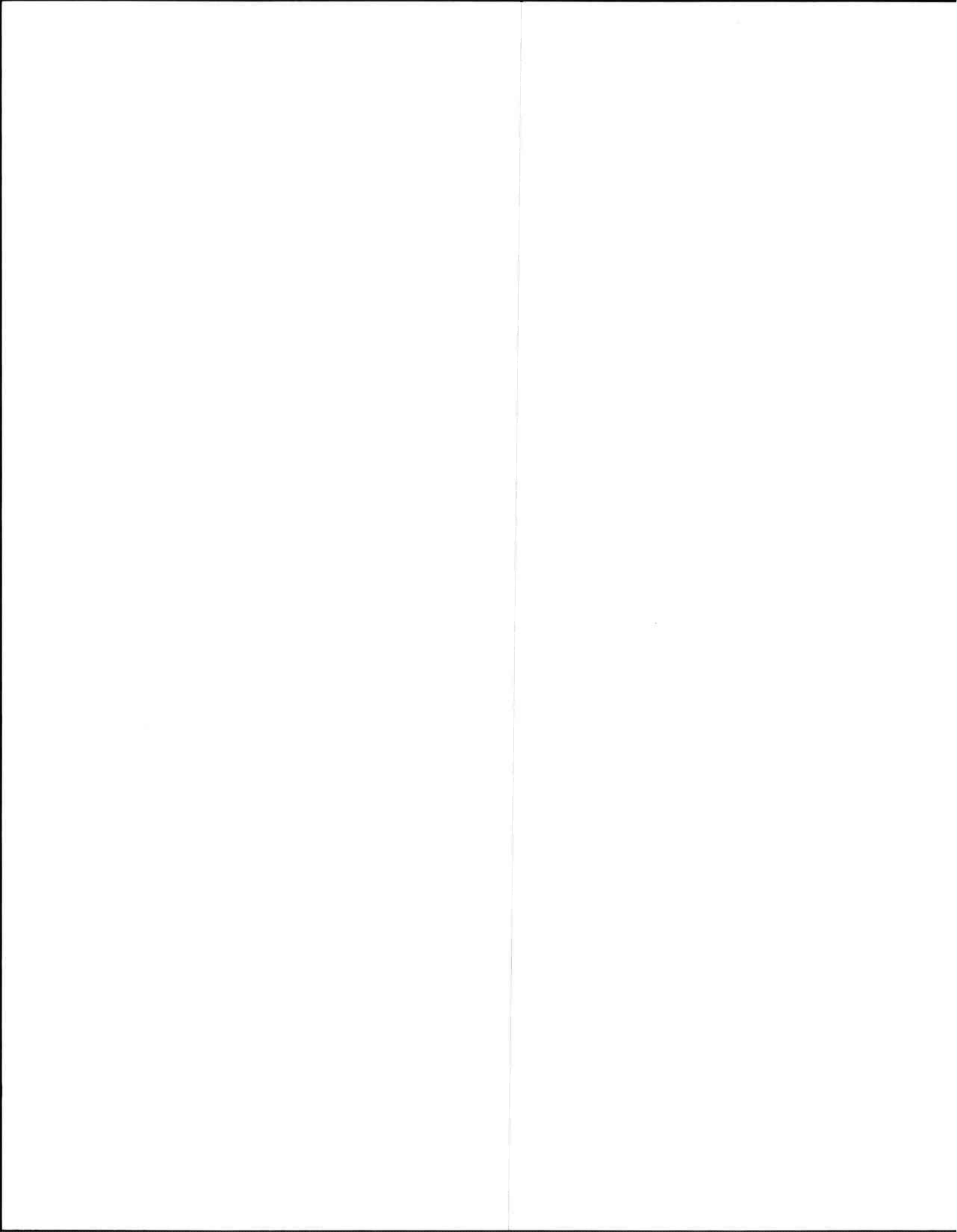
10. Subcontract for Work or Services

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 DISTRICT; 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 DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT'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 DISTRICT. 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 DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

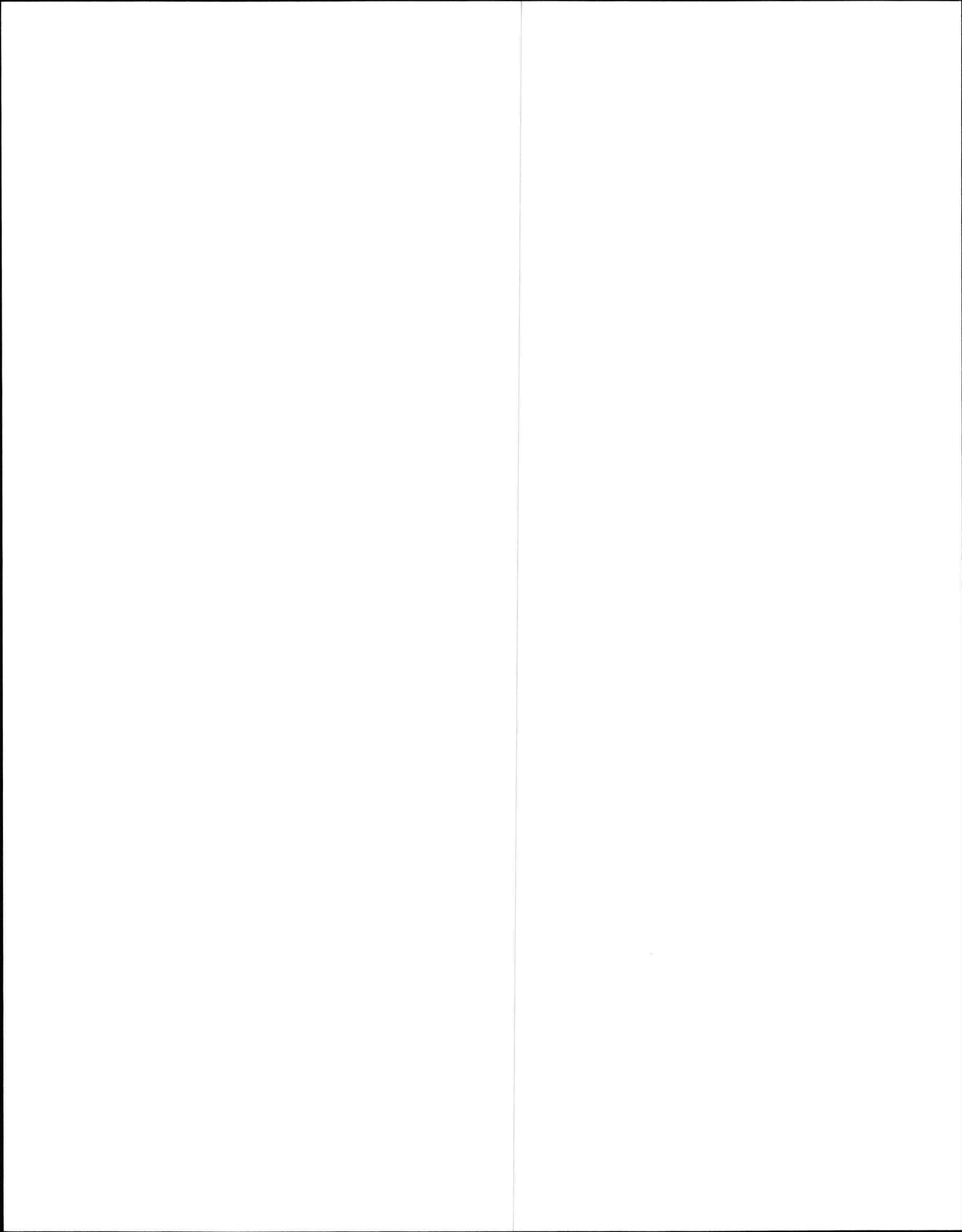
14. Non-Discrimination

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 DISTRICT 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 DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

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; DISTRICT information or data which is not subject to public disclosure; DISTRICT 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 DISTRICT 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 DISTRICT, any such information to anyone other than the DISTRICT. 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 DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

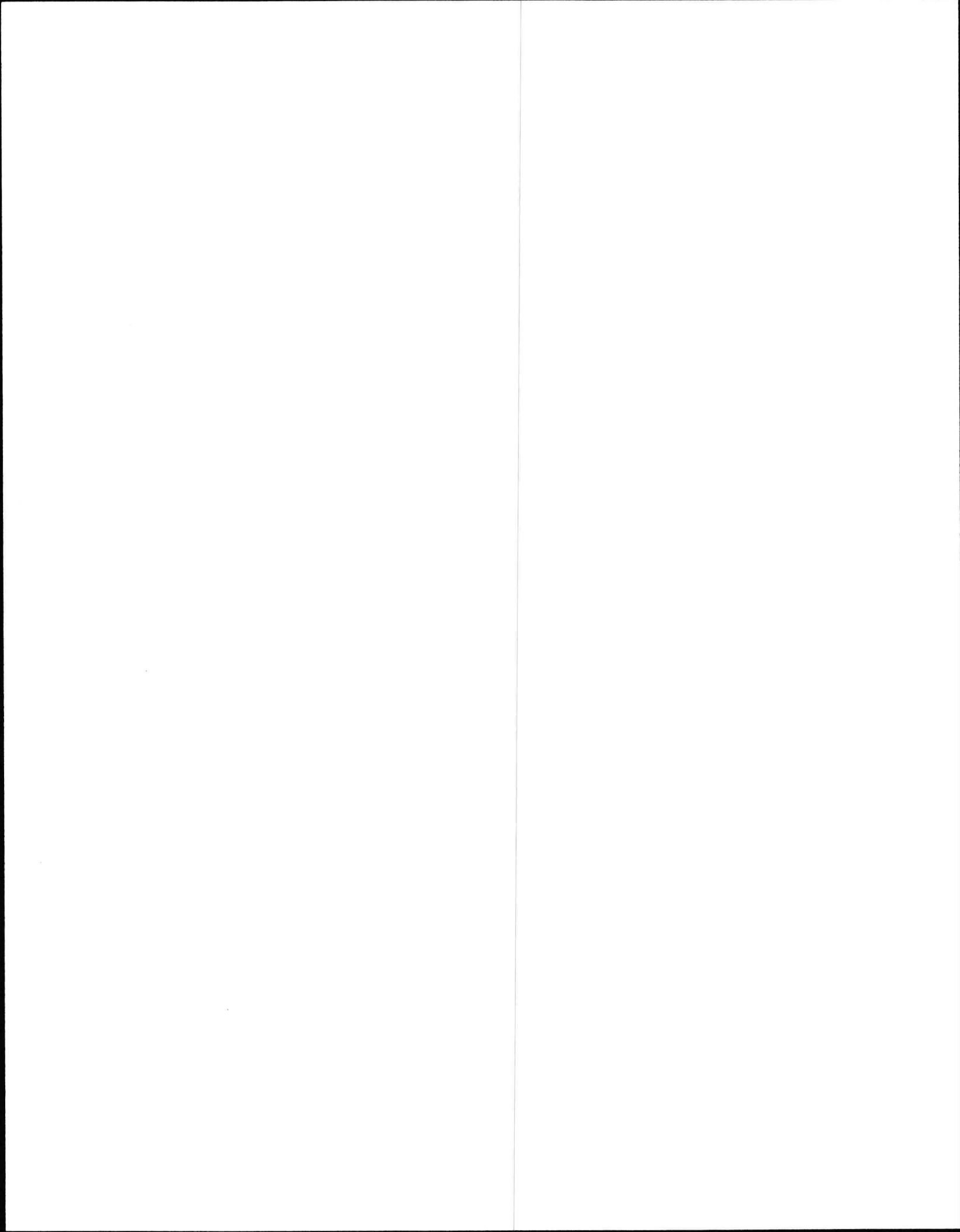
All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

CONTRACTOR

1995 Market Street
Riverside, CA 92501

Clean Harbors Environmental Services, Inc.
42 Longwater Drive, P.O. Box 9149



Attn: Finance Division

Norwell, MA 02061

ATTN: Frank Silva

Account manager

Silva.Frank@cleanharbors.com

19. Force Majeure

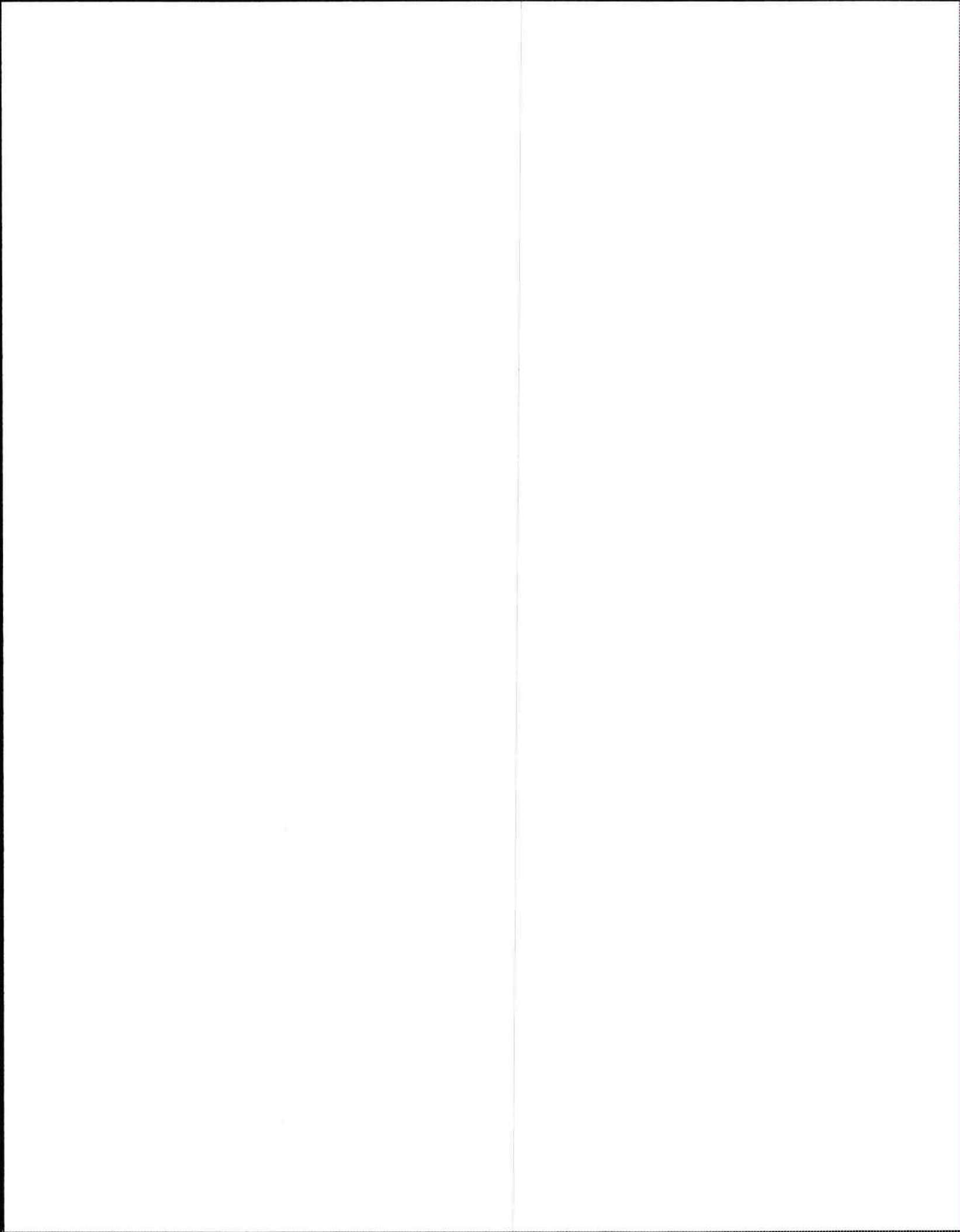
If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the DISTRICT 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 DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the DISTRICT, 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 DISTRICT; 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 DISTRICT the appropriate form of dismissal relieving DISTRICT 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

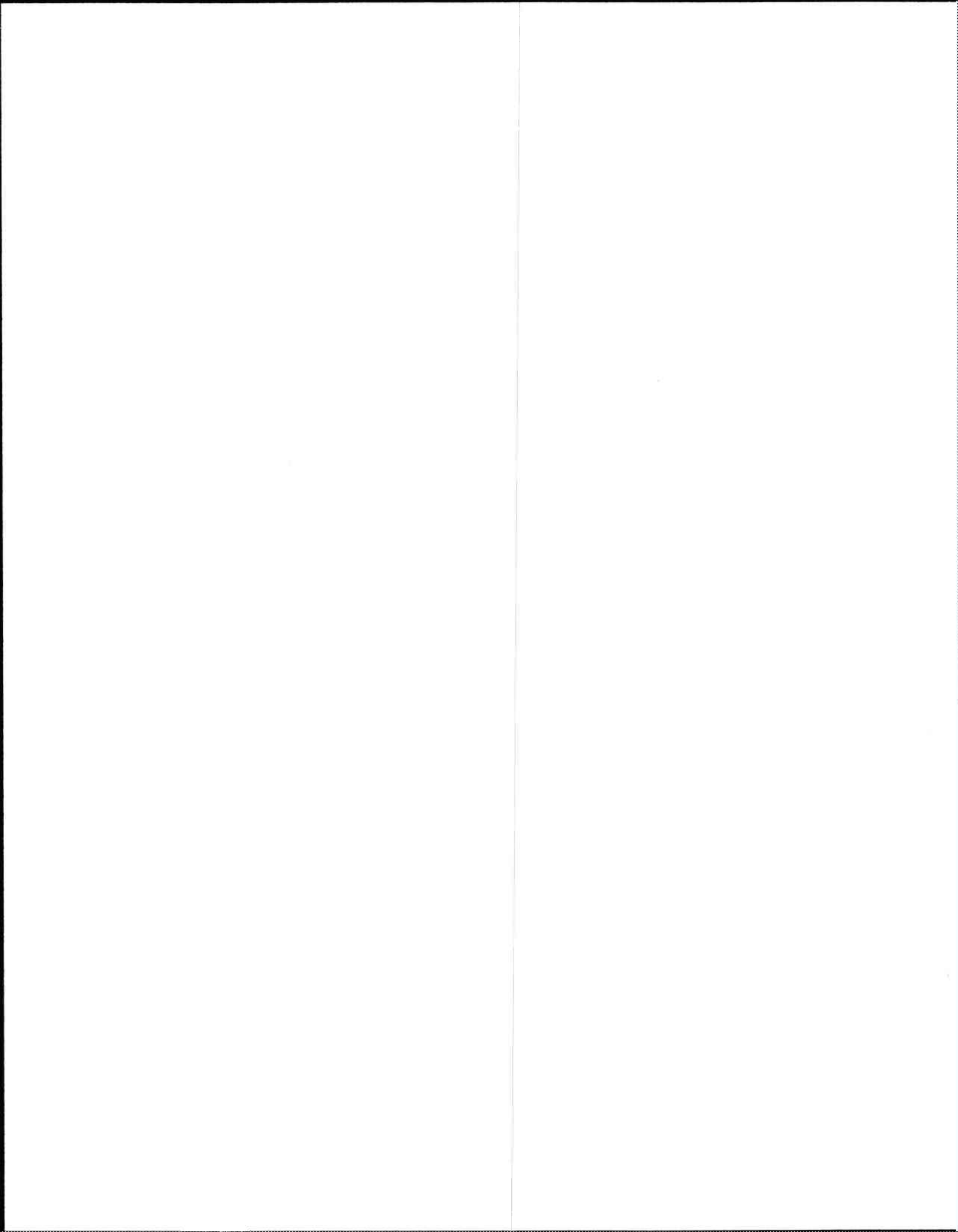
22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT 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 DISTRICT.

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 DISTRICT as Additional Insured. Policy's limit of liability



shall not be less than \$2,000,000 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:

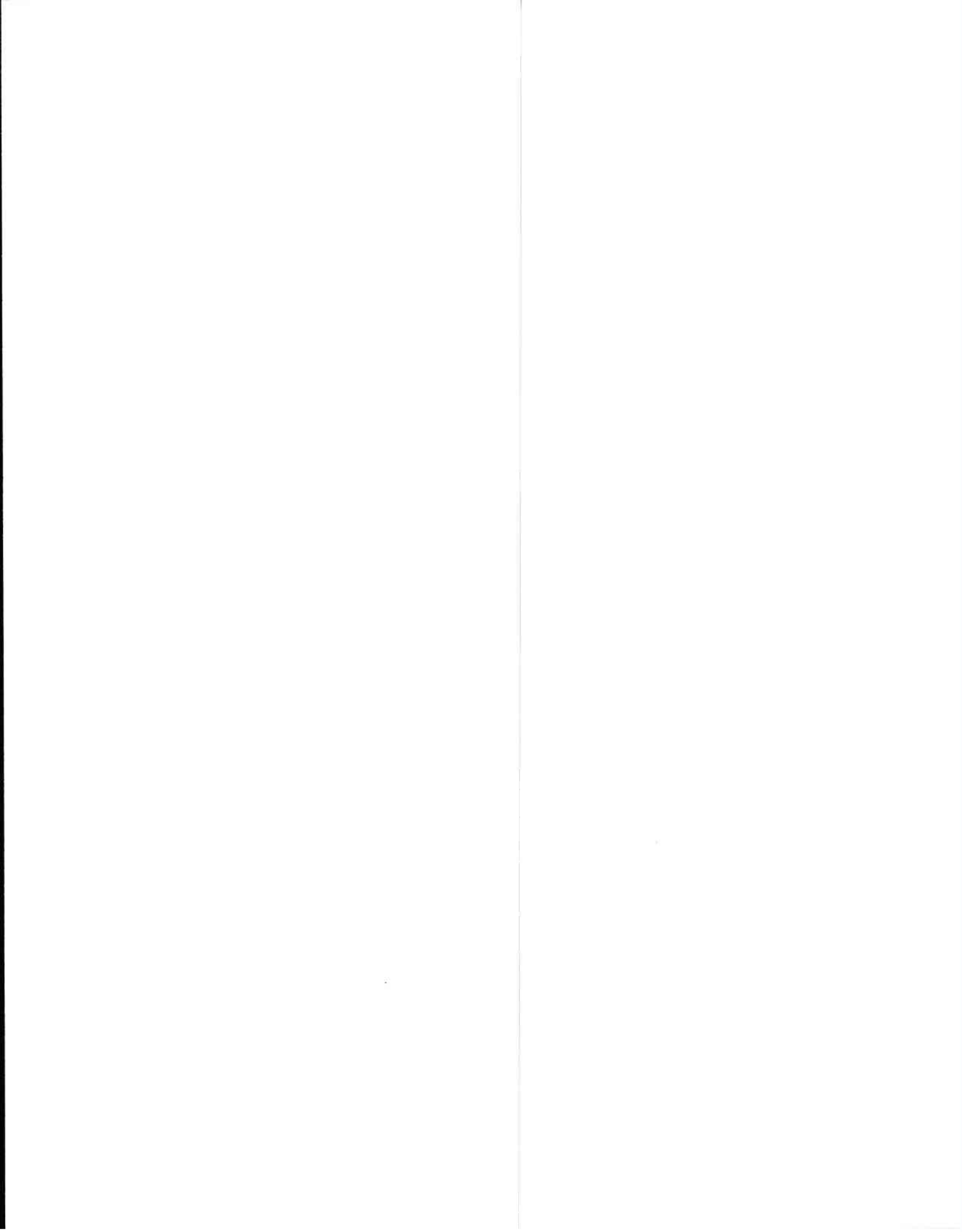
If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains 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 DISTRICT 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 DISTRICT, 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 DISTRICT, 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 DISTRICT 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 DISTRICT'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 DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the DISTRICT 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.

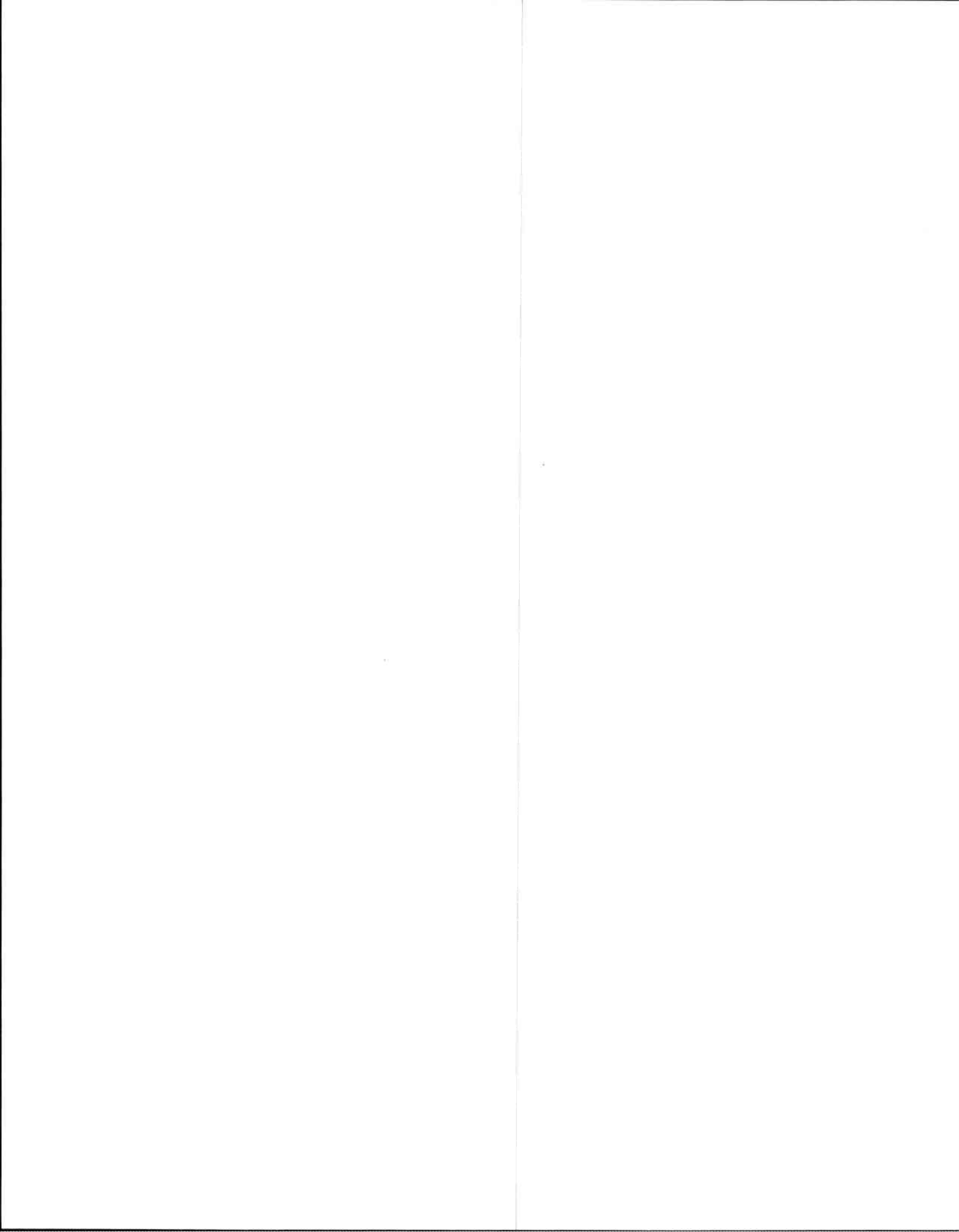
7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

8) CONTRACTOR agrees to notify DISTRICT 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.

E. Pollution Liability Coverage

1) DISTRICT shall require CONTRACTOR to procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by the CONTRACTOR, its agents, representatives, or employees in accordance with the following requirements:

(a) CONTRACTOR'S Pollution Liability Coverage that includes, but is not limited to, bodily injury and property damage, including coverage for loss of use and diminution in property value, and for resultant clean-up costs, arising out of the or resulting from any work of the CONTRACTOR or services performed under its Agreement with the DISTRICT, including any storage or



transportation, including the loading or unloading of, hazardous wastes, hazardous materials, or contaminants.

- (b) CONTRACTOR's Pollution Liability Coverage in the amount of ten million dollars (\$10,000,000) per claim and in the aggregate.
- (c) Professional Liability Insurance in the amount of ten million dollars (\$10,000,000) per claim and in the aggregate.

(2) The DISTRICT, its agents and representatives thereof, elected officials, officers, employees, designated volunteers shall be additional insureds and covered as insured's as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

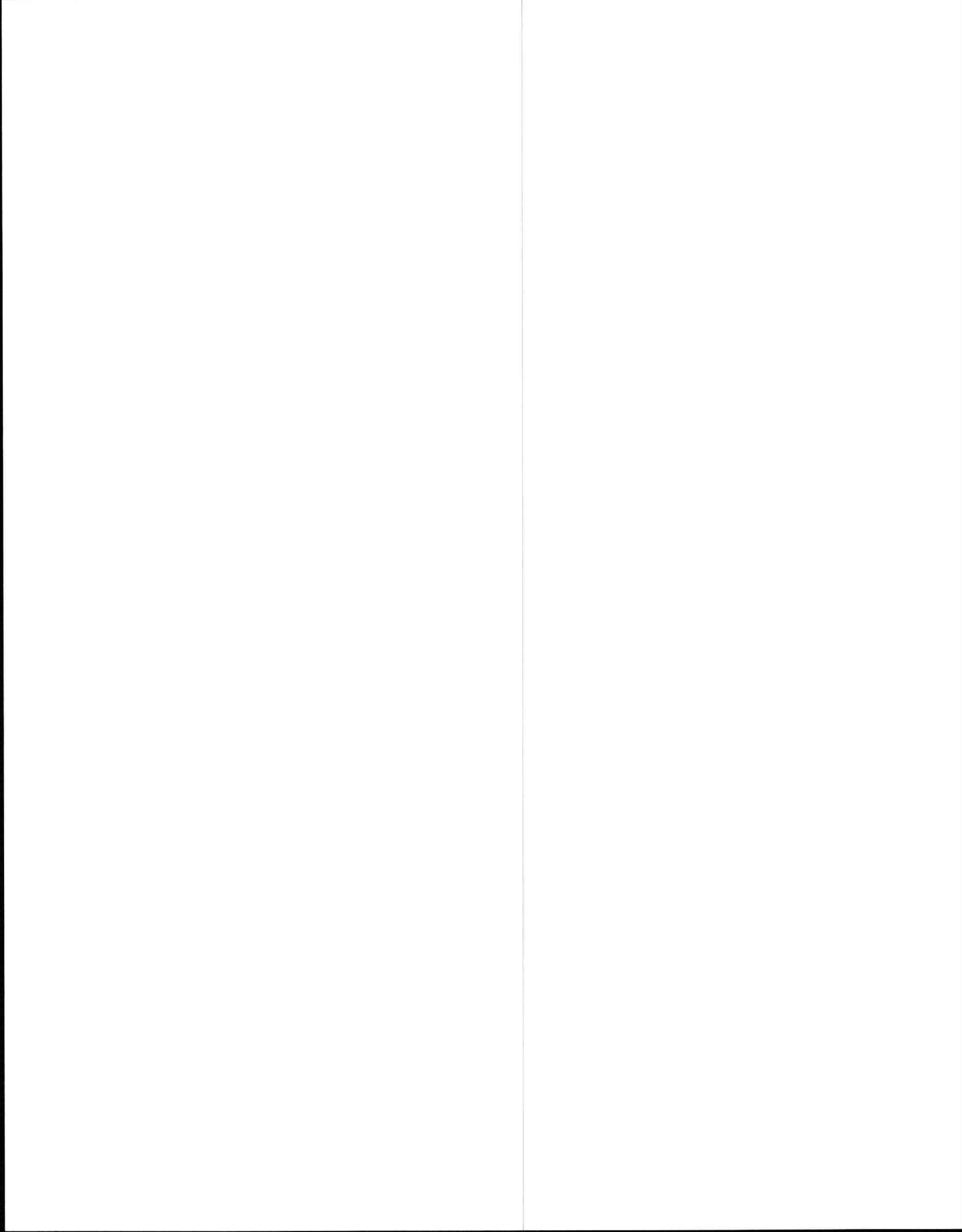
(3) For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insured maintained by the Additional Insureds shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

(4) The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that the insurer shall endeavor to provide thirty (30) days' prior written notice, by certified mail, return receipt requested, to the DISTRICT prior to any action to suspend, void, cancel or otherwise reduce in coverage or in limits.

(6) Within one (1) business day following receipt by CONTRACTOR of any notice correspondence or notice, written or oral, of an action or proposed action to suspend, void, cancel or otherwise reduce in coverage or in limits of the required insurance, CONTRACTOR shall notify DISTRICT of such action or proposed action.

- (a) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VIII, unless otherwise acceptable to the DISTRICT. Self-insurance shall not be considered to comply with these insurance requirements.
- (b) Verification of Coverage. CONTRACTOR shall furnish the DISTRICT with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a



person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the DISTRICT. All endorsements are to be received and approved by the DISTRICT before work commences. As an alternative to the DISTRICT forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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 DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by DISTRICT 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 DISTRICT 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 DISTRICT from enforcement of the terms of this Agreement.

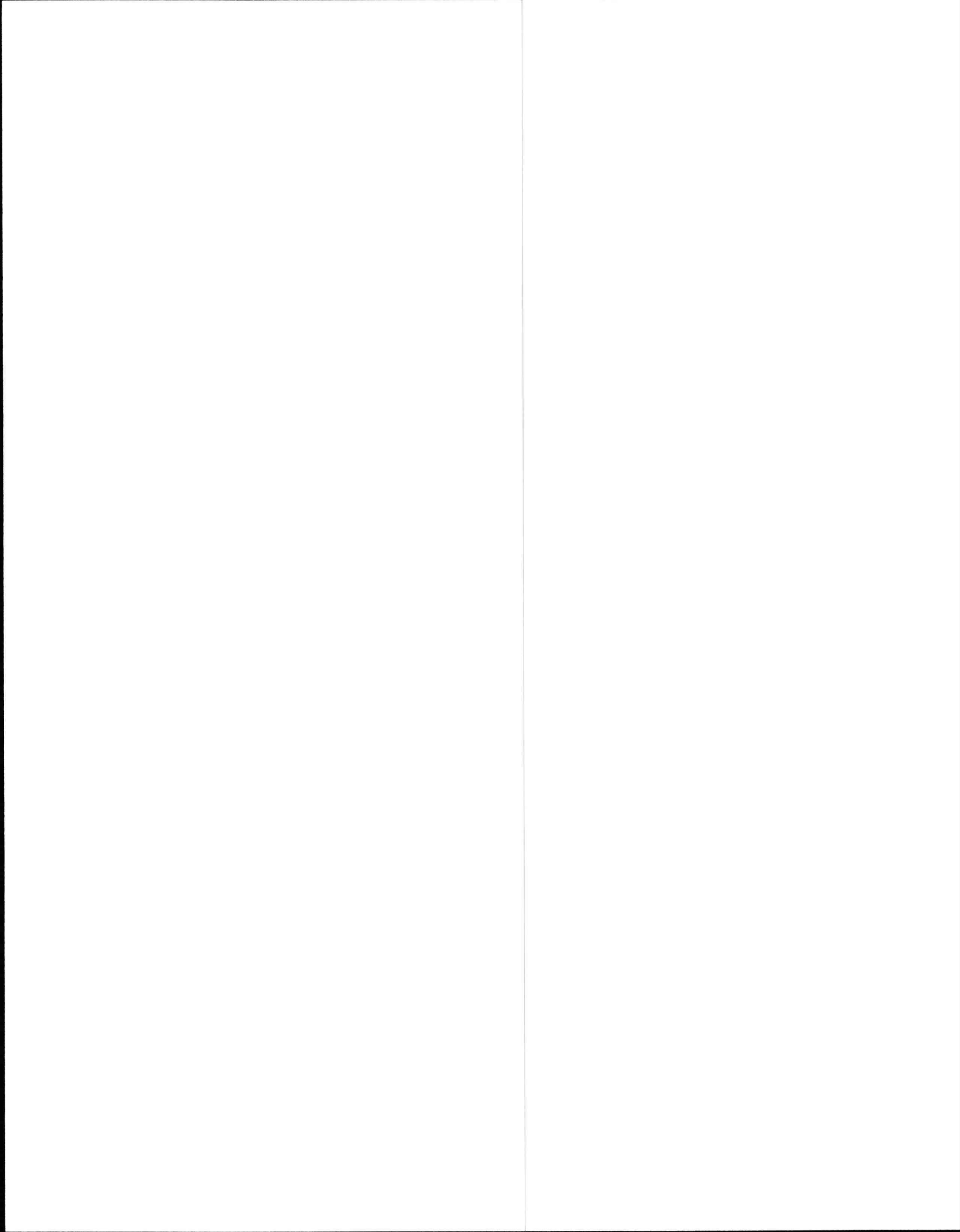
23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount 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 DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

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

23.7 The DISTRICT 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 DISTRICT data, information, and personnel.



23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations, including the requirement for the payment of prevailing wages. The DISTRICT shall not be liable for the failure of the CONTRACTOR to comply with this section. This Agreement may call for services that, in whole or in part, constitute “public works”, as defined in the California Labor Code. Therefore, as to those services that may be “public works”, including emergency response services for the collection and disposal of hazardous materials, then CONTRACTOR shall comply with all applicable provisions of the California Labor Code Section 1720 et. seq. and Section 1771, 1774 and 1775. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

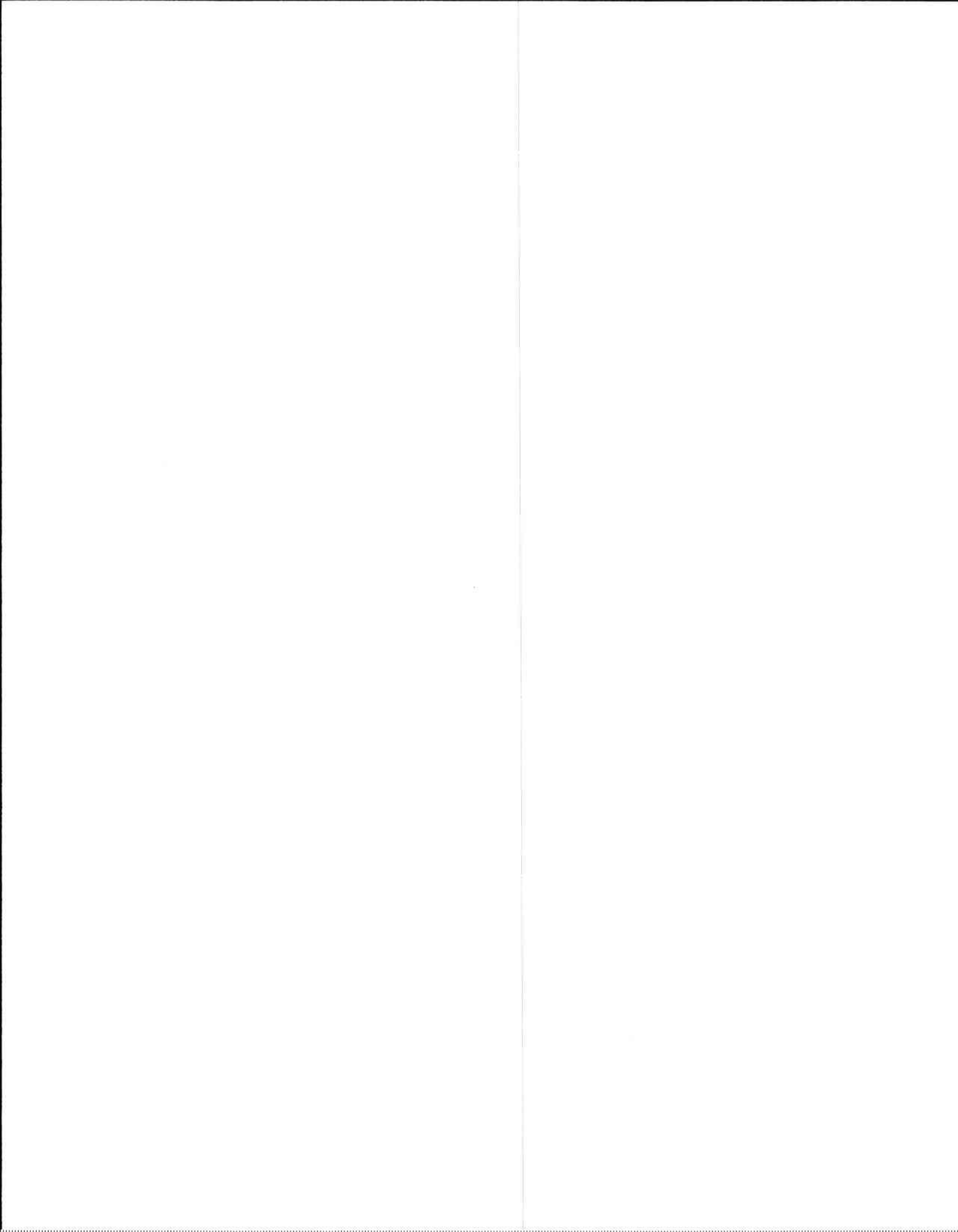
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

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

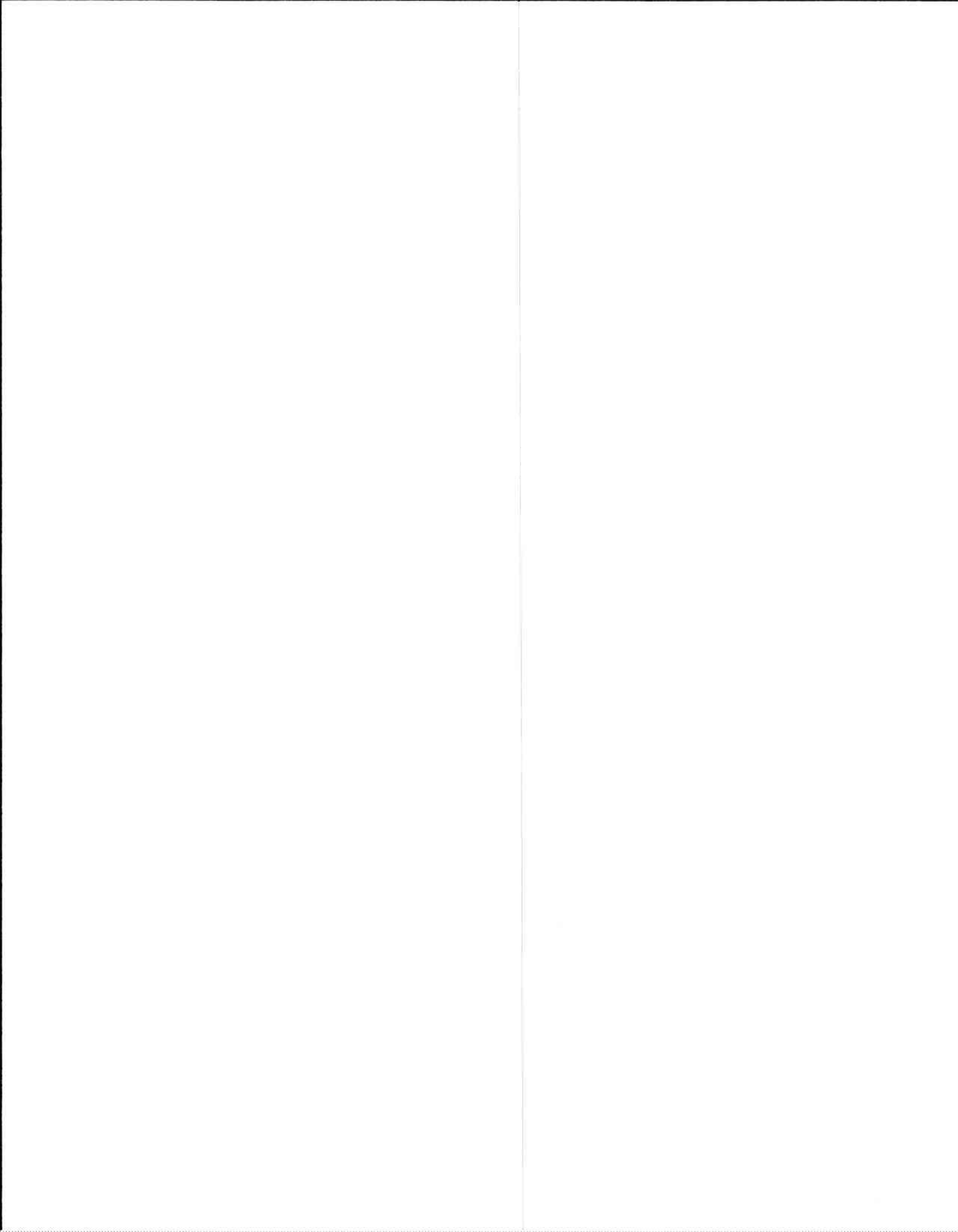
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed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

23.13 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23.14 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. The Parties agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17). The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to



have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.



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

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT **CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.,** a Massachusetts corporation

By: Karen S. Spiegel
KAREN S. SPIEGEL
Chair, Riverside County
Board of Supervisors

By: Marc McCreynolds
MARC MCREYNOLDS
Senior Vice President West Region

Dated: AUG 30 2022

Dated: 8-11-22

APPROVED AS TO FORM:
COUNTY COUNSEL

By: Synthia M. Guard, Chief Deputy
Supervising Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

RMU:blm
07/27/22

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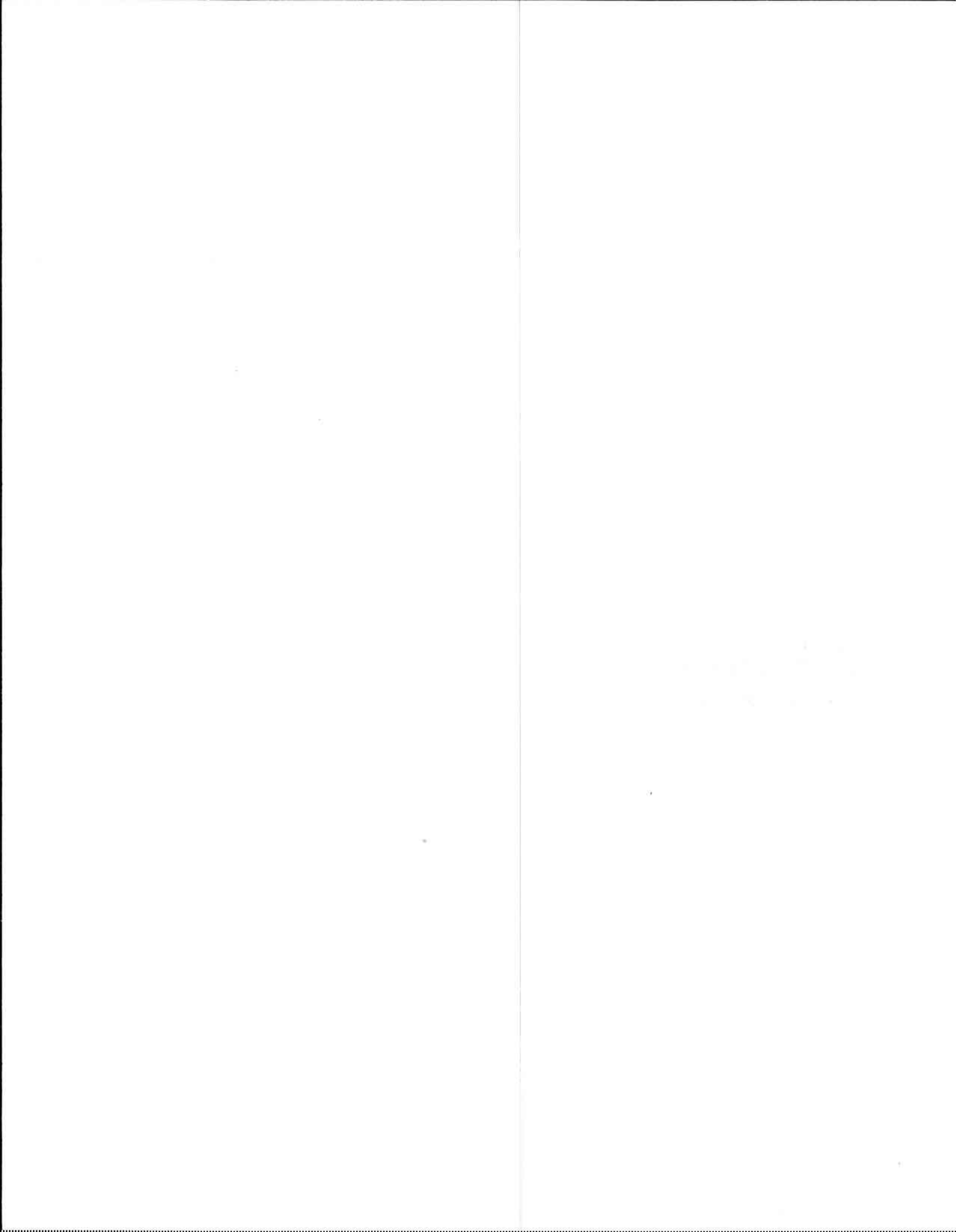


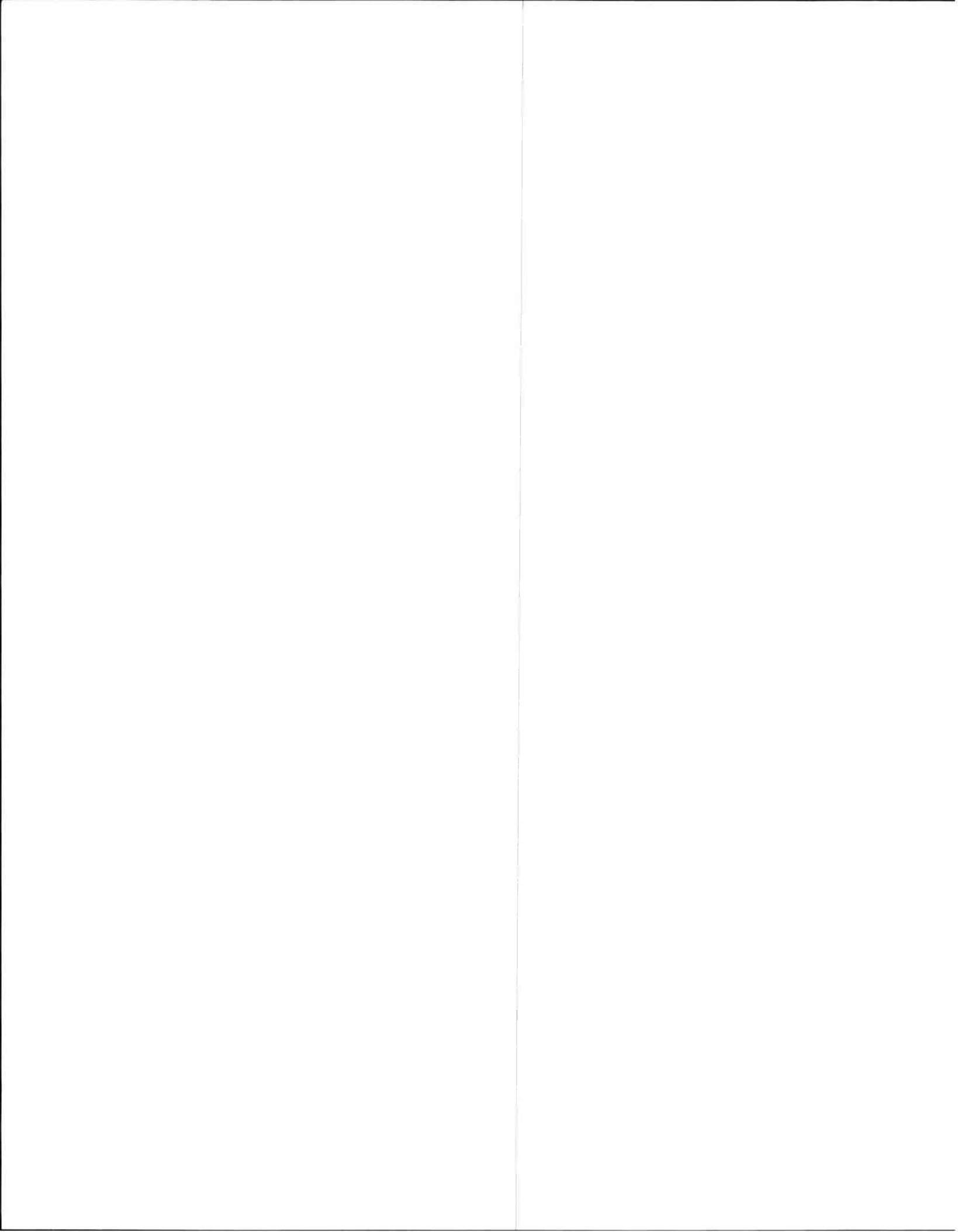
EXHIBIT A
SCOPE OF SERVICE

A.1 WASTE DISPOSAL SERVICE REQUIREMENTS:

The hazardous waste may be in bulk containers for liquids or solids, cylinders, or contained in multiple sized containers. Removal of hazardous waste or regulated waste may also be required from tanks, secondary containment, equipment, or other types of containers. On occasion a sump, vault, or tank containing hazardous or regulated waste requires cleaning. The existing container packaging may not meet DOT regulatory requirements.

Below is a list of common materials used and hazardous wastes generated at typical DISTRICT facilities, but not limited to:

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/Alkalines, 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 Hydrocarbons, Methyl Isobutyl Ketones	Paint Wastes, Spent Solvents, Ignitable Wastes, Toxic Wastes
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 Wastes, 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	Naphtha, 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

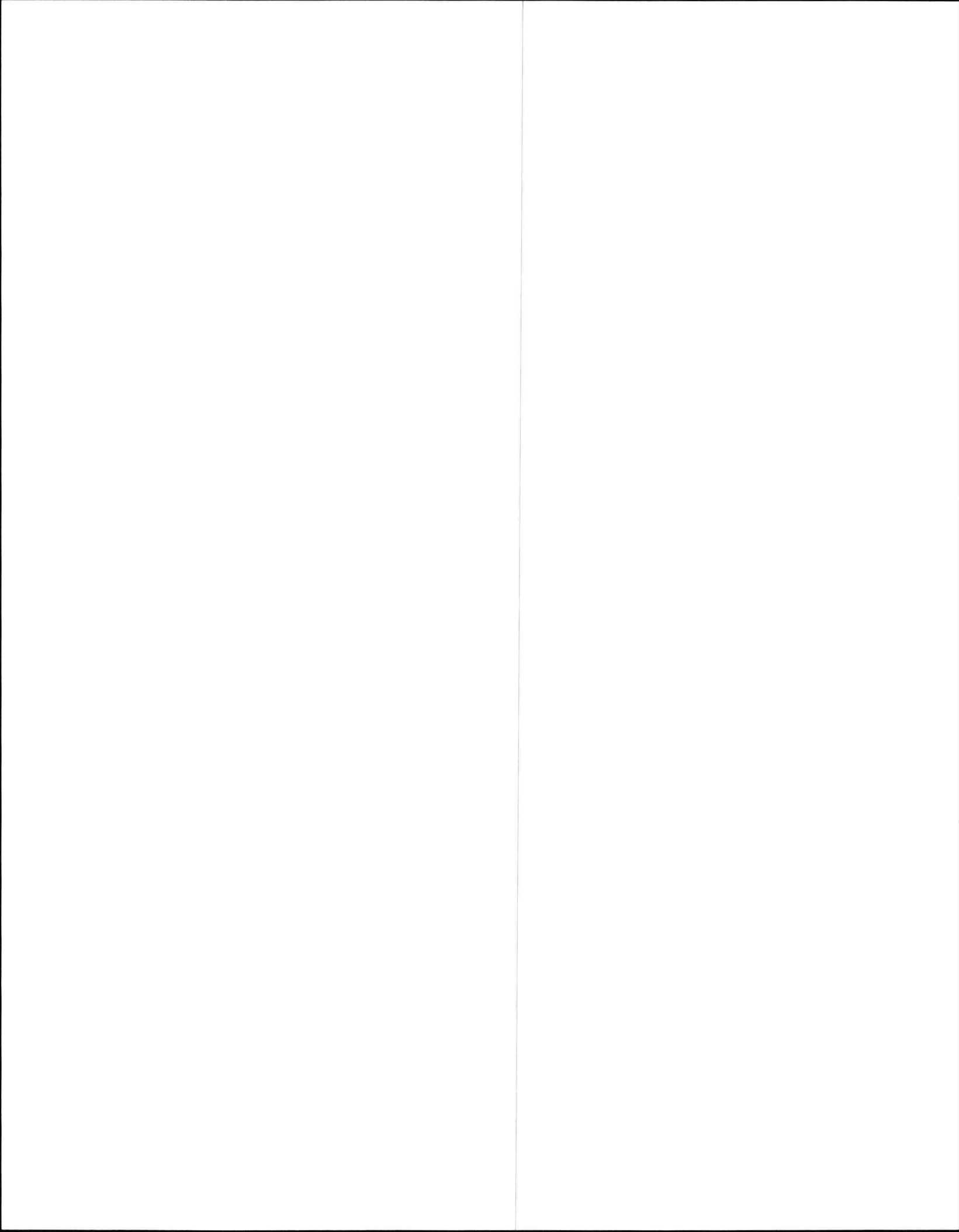


Process / Operation	Materials Used	Typical Mat Ingredient	General Types Of Waste Gen
Vehicle & Equipment Maintenance	Motor oil, transmission fluids, parts cleaners, brake cleaners, acetylene, propane, automotive paints, varnishes, lacquers, etc.	Solvents, parts cleaners, lubricants, gasoline, starting fluids, volatile paints and varnishes	Flammable solvents, petroleum waste, oil and fuel filters, etc.
Building Maintenance	Paints, cleaners, fluorescent lights, batteries, sharps, aerosols, lighting ballasts, etc.	Paints, corrosive cleaners, oxidizers, fluorescent lights, 1 lb. cylinders, PCB and Non-PCB ballasts, appliances, etc..	Corrosives, oxidizers, paints, universal waste

Below is a list of some common hazardous waste the CONTRACTOR would typically remove from various locations throughout RiversideCounty but not limited to this list:

- A. Aerosols
- B. Antifreeze
- C. Spent Lead Acid Batteries (sealed, automotive)
- D. Clarified Sludge (water, dirt and oil waste), sumps;
- E. Universal wastes including, but not limited to:
 - i. Electric lamps, including but not limited to fluorescent Light (bulbs, tubes, compact, HID), metal halide, sodium vapor, etc.
 - ii. Recyclable and Non-Recyclable Universal Waste Batteries
 - iii. E-Waste, including cathode ray tubes (CRTs)
 - iv. Non Empty Aerosol cans
 - v. Mercury containing wastes, including mercury switches from appliances and vehicles
 - vi. Photovoltaic modules
- F. Waste Traffic Paints
- G. Used Oil/Fuel Filters
- H. Waste Oil (recyclable)
- I. Contaminated Oil (non-recyclable)
- J. Waste Rags/Absorbent (mixed)
- K. Waste Solvents
- L. Flammable liquids and solids
- M. Acids Organic and Inorganic liquids and solids
- N. Bases Organic and Inorganic liquids and solids
- O. Oxidizers liquids and solids
- P. Toxics liquids and solids
- Q. Waste Paints: Latex and Oil Base
- R. Electrical Ballasts: PCB and Non-PCB
- S. Small single use cylinders: Propane, butane, MAPP, Acetylene, calibration gases, etc. (1-lb size)
- T. Compressed Gas Cylinders (other)
- U. Regulated Medical Waste (Sharps/Needles, Pharmaceutical Only)
- V. Non-RCRA Liquids and Solids
- W. Contaminated soils
- X. Empty Drums and Containers

A1.1 Pick-up Locations are shown on Attachment A



A.1.1.2 Hours of Operation

The CONTRACTOR agrees that, for those portions of the services provided on DISTRICT property, the services shall be provided during the normal hours of operations for the DISTRICT facility. The normal hours of operations for those facilities included under this Agreement are available, upon request, from the DISTRICT facility. For emergencies, services provided may occur during non-business hours. Please see section A.8.1 for further information.

A.1.2 Loading

The CONTRACTOR shall be responsible for loading, including furnishing all the equipment necessary for loading. Unless otherwise provided in the Agreement, loading will not be performed on Saturdays, Sundays, County holidays, or any day that the facility where the items are located is closed, unless an emergency warrants services during non-business hours.

A.1.3 Treatment of Hazardous Waste on DISTRICT Property

Treatment of hazardous waste (including solidification) on DISTRICT 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.

A.1.4 Service Request

Service request shall be initiated by the DISTRICT. CONTRACTOR shall provide a single point of contact for the DISTRICT to request service. The CONTRACTOR's single point of contact shall be knowledgeable regarding the Scope of Work and customer service issues. All requests for service shall be completed in a timely, accurate, effective, and efficient manner.

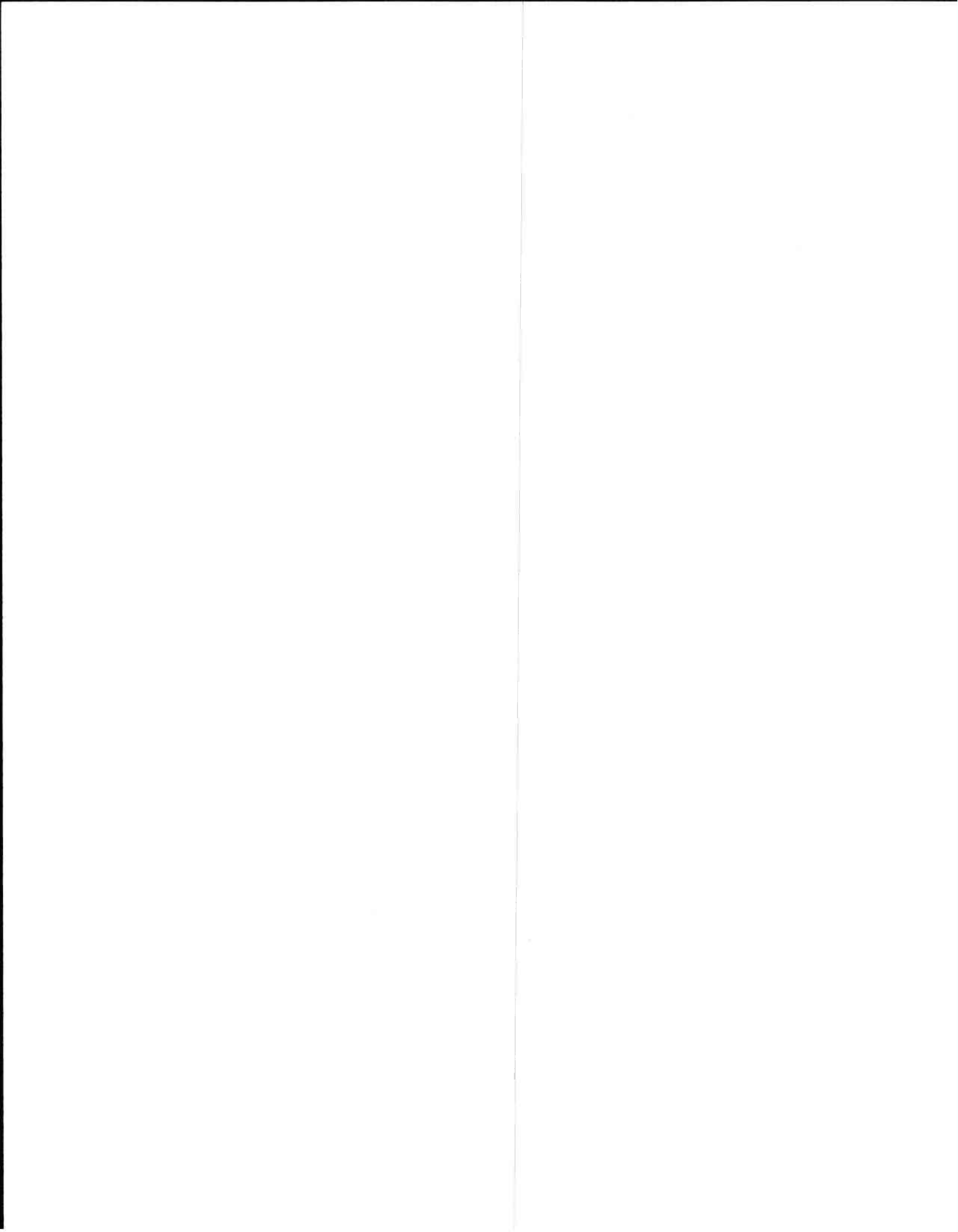
A1.4.1 CONTRACTOR shall respond to DISTRICT's service requests within a maximum of three (3) business days. For emergencies, CONTRACTOR shall initially respond within a maximum of 15 minutes.

A1.4.2 CONTRACTOR shall provide any disposal acceptance requirements prior to scheduling a service request.

A1.4.3 CONTRACTOR shall complete the service requests within a maximum of ten (10) business days from the date the CONTRACTOR receives the service request. For emergency service requests, CONTRACTOR is the secondary contact and shall begin response to calls for service within a maximum of 1 hour, but sooner if possible.

A1.4.4 DISTRICT shall be contacted no later than forty-eight (48) hours of any change to the scheduled date for service.

A1.4.5 The CONTRACTOR or DISTRICT may request a job walk, which shall be at no cost to the DISTRICT, for a more complicated service task to determine the labor, equipment, supplies, materials, and/or additional work needed prior to scheduling a service date.



A.2 ROUTINE/SCHEDULED WASTE DISPOSAL SERVICE

A.2.1 Containerized Hazardous Waste Management, Transportation, and Disposal Services

CONTRACTOR shall, at a minimum, properly package/sort, label, load, and transport the hazardous waste to a DISTRICT approved California licensed recycling facility or California DTSC licensed TSD. The CONTRACTOR shall provide all labor, materials, disposal containers, tools, supplies, testing kits, waste profiles, DOT labels, transportation documentation, instrumentation, personnel training, personal protective gear, equipment, vehicles, transportation, and disposal services necessary to perform in accordance with the Scope of Work.

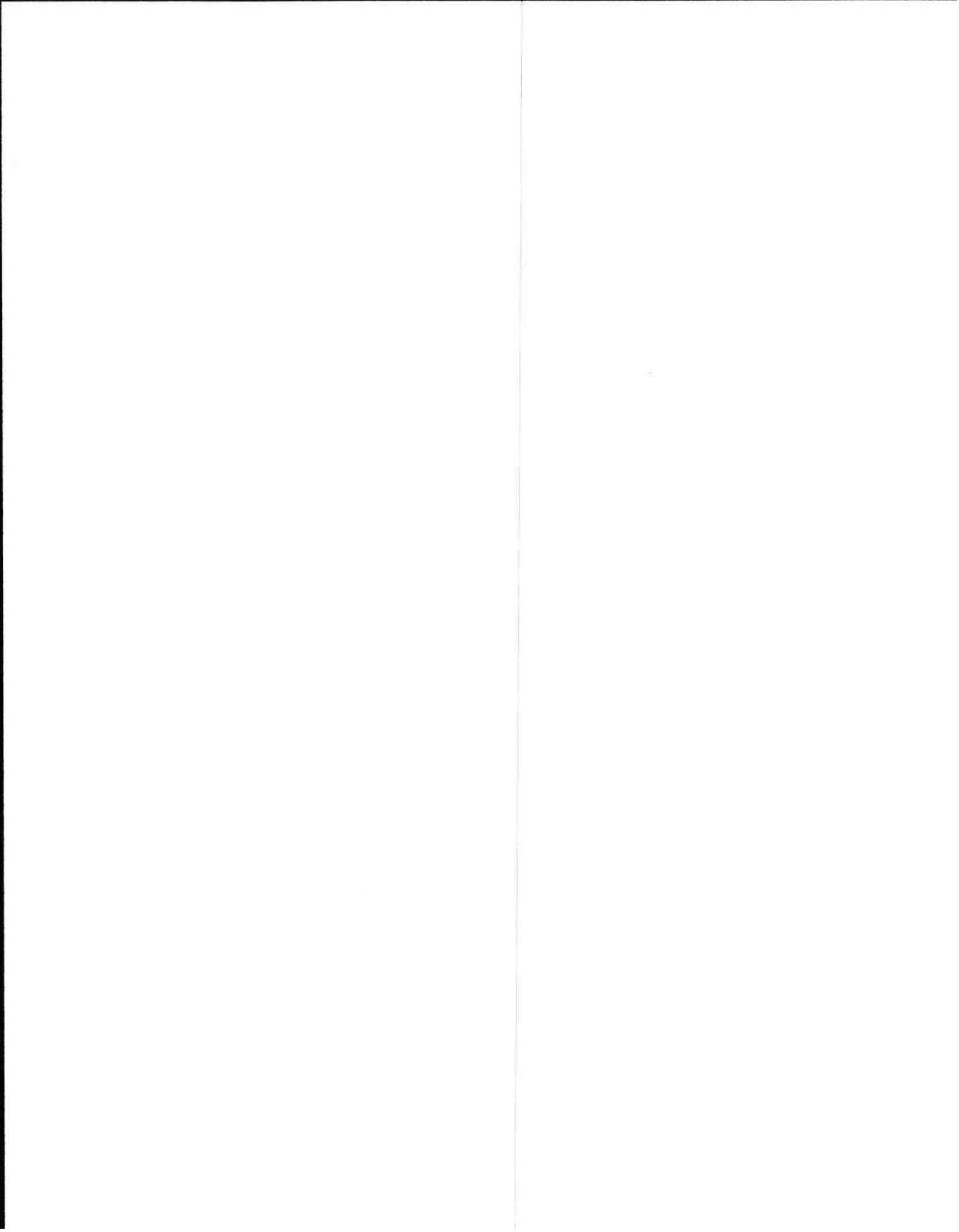
A.2.1.1 CONTRACTOR shall identify, sort, field test, and Lab Pack containerized hazardous waste into an appropriate container size that is most cost effective for disposal in accordance with section A14 – Waste Management Plan. CONTRACTOR shall utilize recognized field testing methods to determine a hazardous waste category including but not limited to pH paper, Chlor-D-Tect test kits, and other specifically designed test kits that would verify a waste or identify an unknown chemical.

A.2.1.2 If requested by the DISTRICT, the CONTRACTOR shall perform routine hazardous waste container sorting, identifying, and packaging activities so all hazardous waste containers are packaged according to the Department of Transportation (DOT) regulations prior to transporting off site. Identifying the hazardous waste will typically involve reading labels, however occasionally containers may need to be opened and a spot test conducted to verify the contents. Packaging of containers shall be done in an efficient way to minimize disposal costs to the DISTRICT.

A.2.1.3 CONTRACTOR shall label, provide transportation documentation, load into the CONTRACTOR's properly licensed vehicle, transport, and properly dispose of the packaged hazardous waste as specified by the DISTRICT's approved disposal method to the DISTRICT-approved disposal facility. CONTRACTOR shall prepare transportation and disposal documentation for DISTRICT staff signature and provide the appropriate copies for DISTRICT staff at the time of transport.

A.2.1.4 The CONTRACTOR shall provide varying sizes of DOT approved containers for disposal of hazardous waste in advance of the hazardous waste pickup, if requested by the DISTRICT. The CONTRACTOR shall provide the requested containers within five (5) business days of receiving the request. If the containers will be used to collect hazardous waste that the CONTRACTOR will be disposing of in the future, then the costs of the containers shall be included in disposal cost of the waste stream and the CONTRACTOR shall not be separately compensated for delivery or container charges.

A.2.1.5 The CONTRACTOR shall provide the DISTRICT with pre-printed Hazardous Waste and Universal Waste labels, which comply with California's regulatory requirements, if requested by the DISTRICT. The CONTRACTOR also shall provide additional replacement labels as requested by the DISTRICT or at the time of delivery of containers. The costs of the preprinted labels are included in the disposal cost of the waste stream and the CONTRACTOR shall not be separately compensated for delivery or label charges.



A.2.2 Bulk Used Oil and Antifreeze Disposal Services

The DISTRICT collects and stores used oil and antifreeze in drums, above ground and underground storage tanks of varying sizes and various locations that need to be pump out on occasion. CONTRACTOR shall provide and conduct field test kits at no additional cost to the DISTRICT. The CONTRACTOR shall have the necessary equipment to safely pump out and recycle bulk used oil and antifreeze.

A.2.3 Chemical Tanks and Clarifier Cleanout Services

The DISTRICT has bulk chemical tanks and clarifiers of varying sizes that need removal of hazardous waste on occasion. The CONTRACTOR shall utilize the most efficient means to collect hazardous waste with significant consideration given to generating the lowest volume of hazardous waste requiring disposal. If requested by the DISTRICT, DISTRICT staff and the CONTRACTOR shall complete a job walk at no cost to the DISTRICT and confirm the means and methods of collecting and packaging the hazardous waste from bulk chemical tanks prior to mobilizing staff. At no cost to the DISTRICT, the CONTRACTOR shall provide a cost estimate for the job based on the job walk. The CONTRACTOR may invoice for labor, vehicles, and equipment, in accordance with the rates in Exhibit B.

A.2.3.1 CONTRACTOR shall identify, collect, and clean via pumping, vacuuming, sweeping, neutralizing, washing, absorbing, digging or other appropriate means hazardous waste, from above and below ground tanks, vaults, secondary containment structures, or other requested areas, and place into a proper container or truck for the most cost-effective transportation and proper disposal method.

A.2.3.2 CONTRACTOR shall provide all necessary trained and certified staff, personal protective gear, confined space gear and equipment, and any other needed materials, equipment and supplies to complete confined space entry, if required for the project.

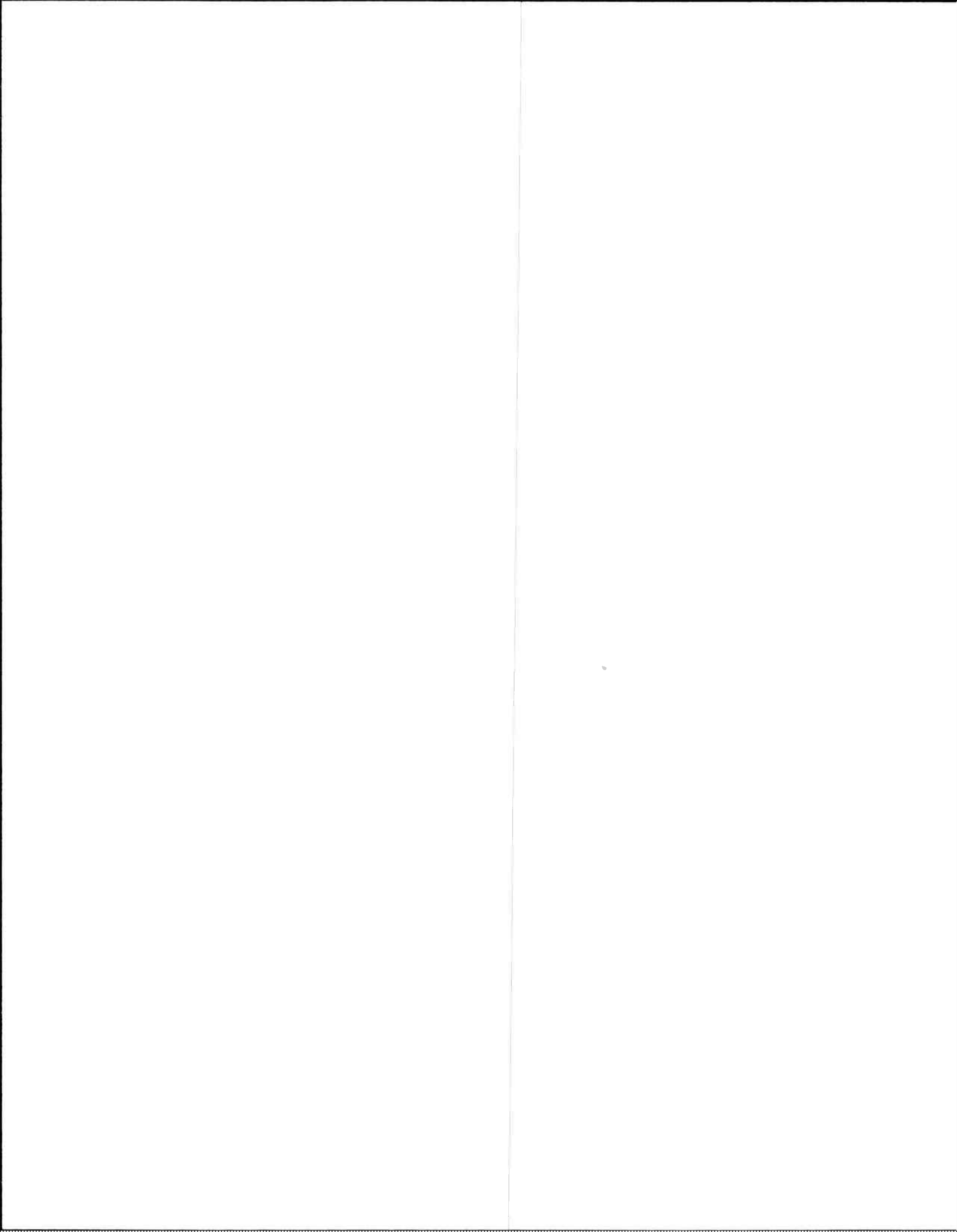
A.2.3.3 CONTRACTOR shall label, complete transportation documentation, load into the CONTRACTOR's properly licensed vehicle and placard truck, transport, and properly dispose of the hazardous waste as specified by the DISTRICT's approved disposal method to the DISTRICT-approved disposal facility. CONTRACTOR shall prepare transportation and disposal documentation for DISTRICT staff's signature and provide appropriate copies to the DISTRICT at the time of transport.

A.3 HAZARDOUS WASTE PROFILES

At no additional cost to the DISTRICT, the CONTRACTOR shall prepare waste profiles and keep current waste profiles for all hazardous waste available for the DISTRICT's review and approval as required by the CONTRACTOR in order to accept the waste, without any break in routine disposal service. The CONTRACTOR shall provide, at no additional cost to the DISTRICT, technical assistance, as needed, in determining proper DOT shipping name, United Nations (UN) number, hazard category, and packing group. The CONTRACTOR shall provide the DISTRICT a copy of all approved waste profile sheets.

A.3.1 The CONTRACTOR shall keep all profiles created on file for a minimum of one (1) year.

A.3.2 For emergency response, if a hazardous waste profile is not on file, the CONTRACTOR shall contact the designated DISTRICT representative for verbal approval of the profile. Within the same day,



the CONTRACTOR shall send the profile via email to the designated DISTRICT representative for review and approval.

A.4 DISPOSAL DOCUMENTATION

The CONTRACTOR shall prepare, for the DISTRICT's review and approval, the unified hazardous waste manifest (manifest), bill of lading, land disposal restriction (LDR) form and any other DOT or regulatory required documents for the DISTRICT's signature at the time of the service request or waste pickup.

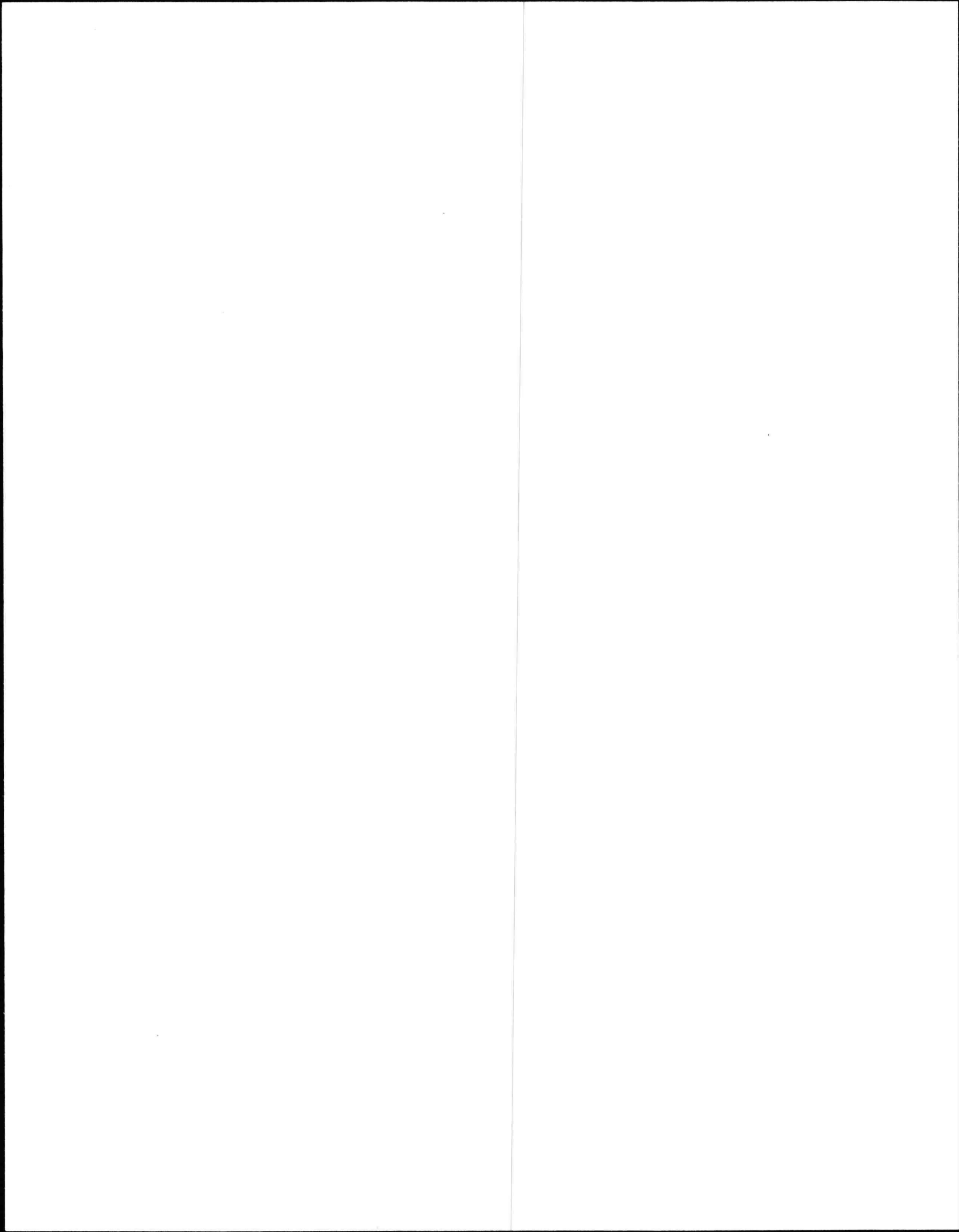
A.4.1 The CONTRACTOR shall obtain and prepare all Manifests, Hazardous Waste Profile Sheets, Land Disposal Restriction Notifications, and any other shipping documents required for acceptance of waste into an approved TSDF. The CONTRACTOR shall provide a copy of all prepared documents to the DISTRICT prior to or with payment invoicing. A uniform hazardous waste manifest is required for the removal from DISTRICT property of all hazardous or toxic items. The CONTRACTOR shall obtain and review all manifests for completeness and accuracy prior to removal of any hazardous or toxic wastes from DISTRICT property.

A.4.2 The CONTRACTOR shall provide the DISTRICT 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 or their designee. Completed copies of all manifests shall be furnished to the work area supervisor and a legible copy 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.

A.4.3 The CONTRACTOR is required to provide the DISTRICT with two (2) copies of any manifest which documents the movement of waste after it has departed the DISTRICT property within 30 calendar days after acceptance at 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 the additional facility shall 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.

A.4.4 When a DISTRICT representative is unavailable, the DISTRICT may request the CONTRACTOR to sign disposal documentation on behalf of the DISTRICT. This signature authorization is not a continuous authorization. The CONTRACTOR shall document each service call where the DISTRICT has requested the CONTRACTOR to sign disposal documentation. The CONTRACTOR shall review the disposal documentation for accuracy and completeness prior to signing the documents. The CONTRACTOR shall deliver to the DISTRICT its copies of the disposal documents on the same day of the disposal.

A.4.5 CONTRACTOR shall ensure that the appropriate number and type of containers used for the removal of hazardous waste is correctly identified on the shipping/disposal documents such as Uniform



Hazardous Waste Manifest or Bill-of-Lading. CONTRACTOR shall ensure that the appropriate quantities and units of weights and volumes are appropriately and correctly reflected on shipping/disposal documents.

A4.5.1 Bulk Waste Streams Weight

Bulk waste stream shall be measured by one of the following methods and recorded on the shipping document. The method used will be whichever is most accurate and agreed upon by the CONTRACTOR and DISTRICT representative.

- A. Actual weight using DISTRICT 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 8.337 pounds). Specific gravity shall be obtained from a waste profile sheet.

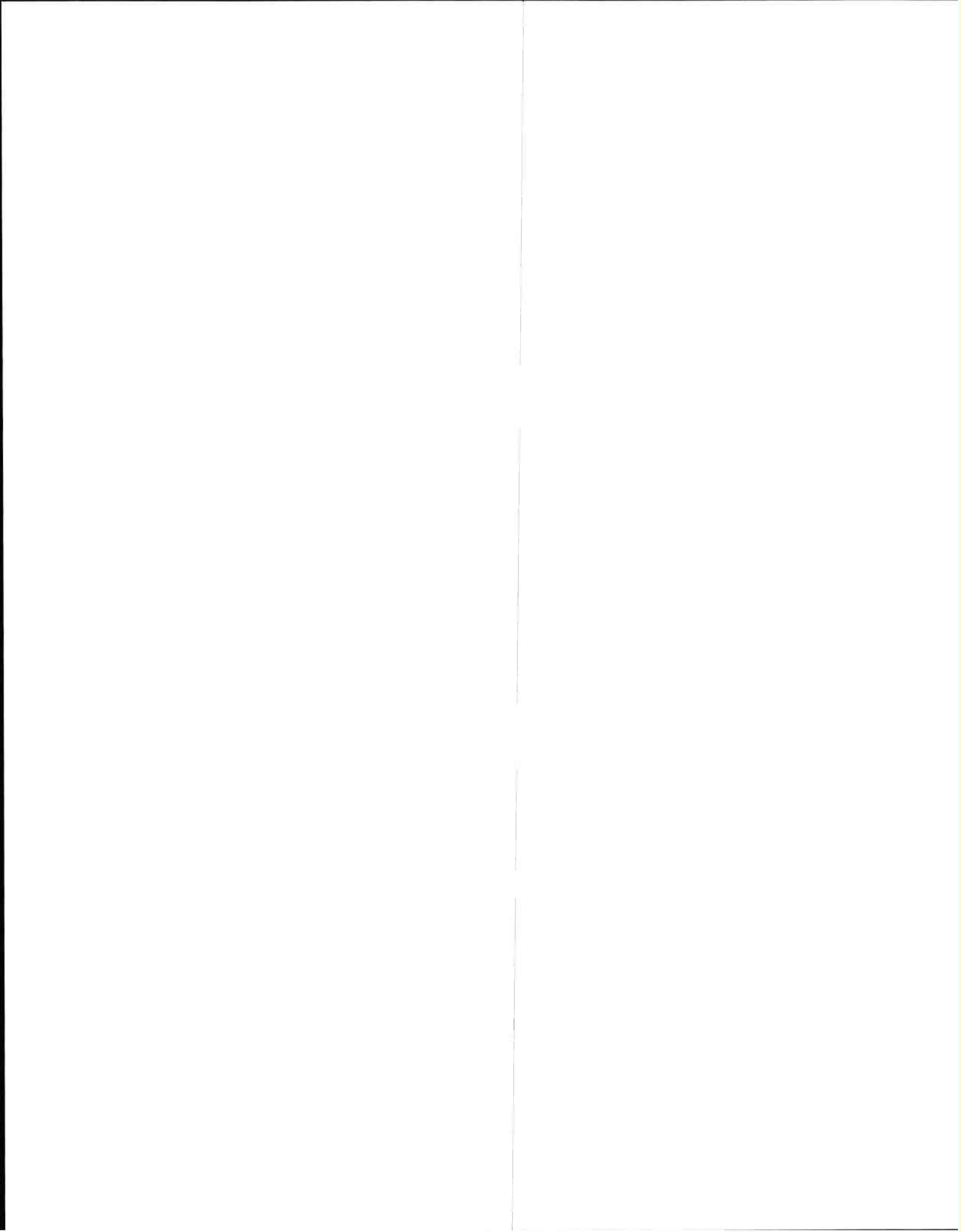
A.4.6 For hazardous waste manifest creation, reporting, and management, the CONTRACTOR shall utilize the federal Environmental Protection Agency's (EPA) "e-Manifest" system as required by the Hazardous Wastes Electronic Manifest Establishment Act enacted October 5, 2012 and any subsequent laws and regulations passed thereto. The Parties shall agree on whether to use the "Hybrid" or "Electronic" manifest creation option. The CONTRACTOR shall invoice, on a separate line on each invoice when applicable, the EPA's published charge for each manifest utilized by the DISTRICT based on if the "Hybrid" or "Electronic" creation option was used for a specific disposal activity. Any administration costs associated with the implementation of the e-Manifest program shall be included within the hazardous waste disposal pricing.

A.5 TREATMENT, STORAGE AND DISPOSAL FACILITY REQUIREMENTS

All storage facilities, treatment facilities, recycling facilities, incinerators, Class I landfills, and all other TSDFs used to provide services under this Contract shall be properly licensed and in compliance with all applicable local, State, and Federal hazardous waste and recycling laws, ordinances, codes, and regulations at all times during the term of the Contract. The CONTRACTOR and all subcontractors utilized in this Contract shall also comply with the following:

A5.1 All interim and final TSDFs and recycling facilities shall have been in good regulatory standing with all applicable regulatory agencies and regulations for the past three (3) years and remain so for the entire term of the Contract. During the term of this Contract, the CONTRACTOR shall notify the DISTRICT within ten (10) days of the CONTRACTOR's knowing that any transporter, TSDF, recycling facility, or disposal facility has received a fine, penalty or other regulatory sanction. The DISTRICT has the right to reject a TSDF, transporter, or recycling or disposal facility utilized by the CONTRACTOR if the DISTRICT determines the entity is no longer in good regulatory standing. CONTRACTOR shall provide treatment method, interim facility and final recycling/disposal facility.

A.6 CONTAINERS AND DELIVERY



A6.1 The CONTRACTOR shall provide varying sizes of DOT approved containers for disposal of hazardous waste in advance of the hazardous waste pickup, if requested by the DISTRICT. The CONTRACTOR shall provide the requested containers within five (5) working days of receiving the request. If the containers will be used to collect hazardous waste that the CONTRACTOR will be disposing of in the future, then the costs of the containers are included in disposal cost of the waste stream (Tab H Cost Proposal) and the CONTRACTOR shall not be separately compensated for delivery or container charges.

A6.2 The CONTRACTOR shall provide the DISTRICT with pre-printed Hazardous Waste and Universal Waste labels, which comply with California's regulatory requirements, if requested by the DISTRICT. The CONTRACTOR also shall provide additional replacement labels as requested by the DISTRICT or at the time of delivery of containers. The costs of the preprinted labels are included in the disposal cost of the waste stream (Tab H Cost Proposal) and the CONTRACTOR shall not be separately compensated for delivery or label charges.

A6.3 CONTRACTOR shall ensure that if 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 shall be correctly and appropriately reflected on the Uniform Hazardous Waste Manifest. This shall apply to any and all containers that are used by the CONTRACTOR to remove any and all hazardous waste from sites.

A6.4 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, 6-mil or better.

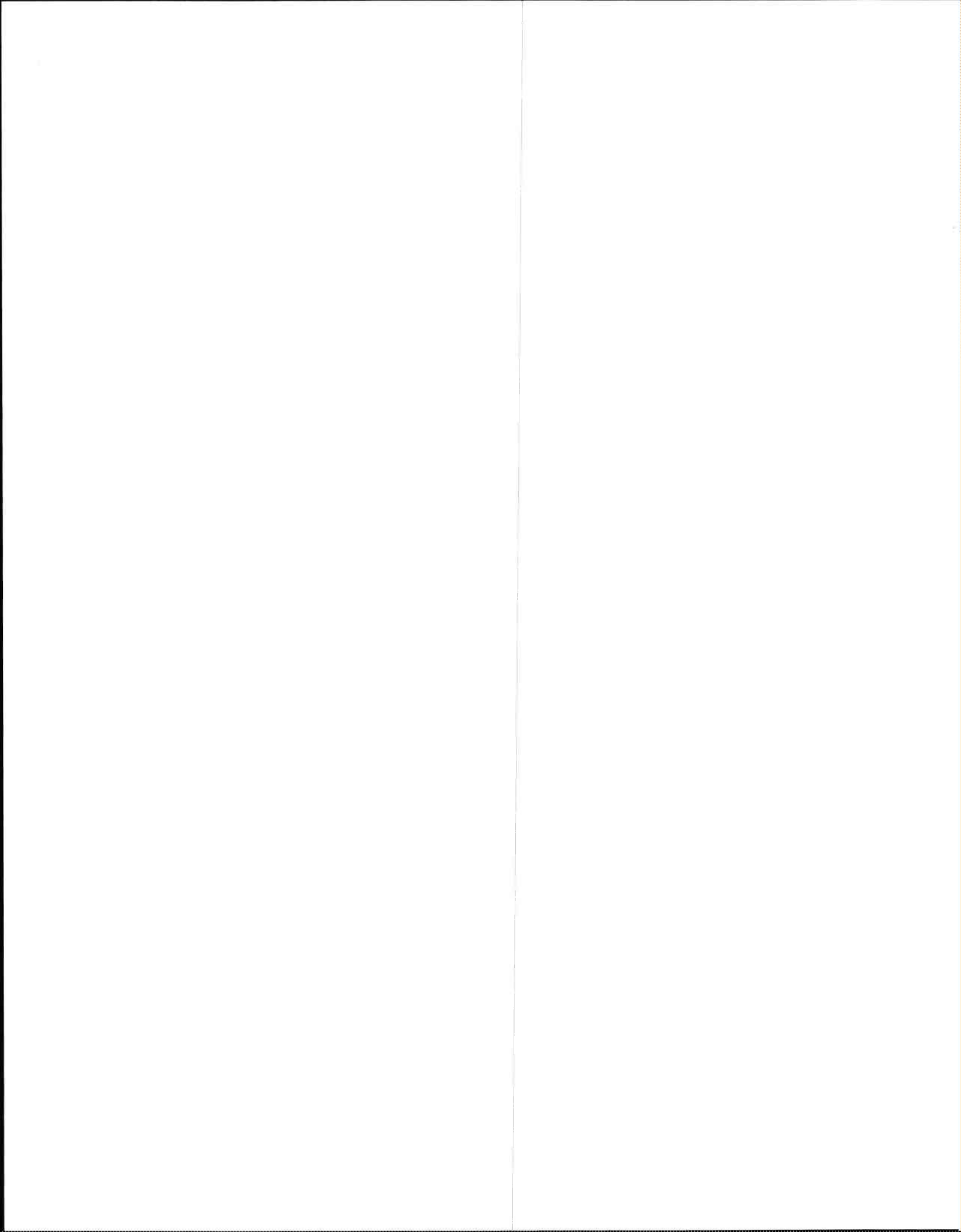
A.7 TRANSPORTATION/WASTE HAULING

A.7.1 CONTRACTOR shall have the ability to provide transportation of hazardous and non-hazardous solid and liquid wastes.

A.7.2 The CONTRACTOR shall maintain a valid hazardous waste transporter registration issued by the California Department of Toxic Substance Control (DTSC) throughout the duration of this contract. The CONTRACTOR shall comply with the California Vehicle Code, CHP Regulations in California Code Regulations (CCR) Title 13, the California State Fire Marshal Regulations in CCR Title 19, United States Department of Transportation (DOT) Regulations in Title 49, Code of Federal Regulations, U.S. Environmental Protection Agency Regulations in Title 40 Code of Federal Regulations. In addition, the CONTRACTOR shall comply with the California Health & Safety Code (H&SC) and CCR Title 22 and the California Medical Waste Management in the H&SC, Sections 117600 – 118360.

A.7.3 The CONTRACTOR shall not be required to transport radioactive or explosive materials, however, the CONTRACTOR must be able to advise and possibly subcontract out this service.

A.7.4 Drivers used by the CONTRACTOR to transport regulated waste shall have all required training, the proper California Department of Motor Vehicles licensing and required medical monitoring certifications. All vehicles transporting DOT regulated hazardous materials shall have all required California State permits, CHP BIT inspections and insurance for hazardous waste transportation. For



transportation out of California, vehicles shall meet the federal and state requirements of all states traveled through to the destination facility.

A.7.5 The CONTRACTOR shall provide proof of the financial coverage required by the California Department of Toxic Substances Control, and DOT for hazardous waste transporters. The CONTRACTOR shall immediately inform the DISTRICT of any lapse in this financial coverage.

A.7.6 CONTRACTOR shall supply and display all required DOT vehicle placards and apply all required DOT markings and hazardous waste labels to waste containers when waste is first introduced into the container. CONTRACTOR shall profile all waste streams transported to the TSD facilities and shall provide all manifests and/or shipping papers or related documentation to the DISTRICT.

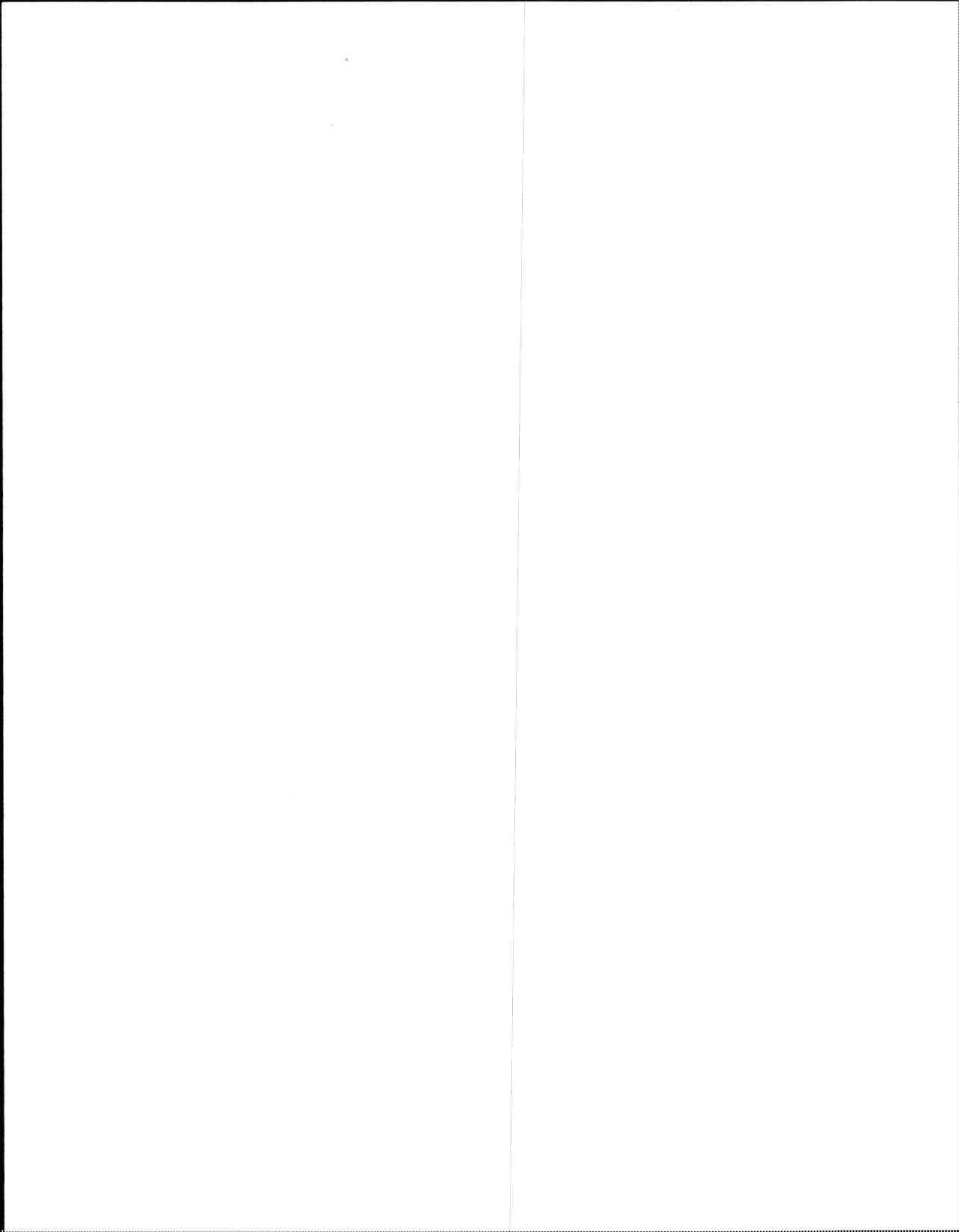
A.7.7 All vehicles shall meet motor vehicle code requirements and regulations in addition to all other applicable Federal, State and local codes required for use on highways.

A.7.8 Securing and maintaining all applicable Local, State and Federal permits for handling, transportation and disposal of hazardous waste shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall immediately inform the DISTRICT of any loss or temporary suspension of any required permits or licenses that affect the ability of the CONTRACTOR to provide the services described in this Agreement. Copies of valid California Hazardous Materials/Waste Transporter Registration shall be provided.

A.8 SPILLS, CONTAINMENT AND CLEAN-UP

A8.1 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 shall clean-up such spills or leaks to the satisfaction of the onsite DISTRICT 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 DISTRICT. The CONTRACTOR shall report all such spills or leaks regardless of their quantity to the DISTRICT immediately upon discovery. A written follow-up report shall be submitted no 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 DISTRICT.
- 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.



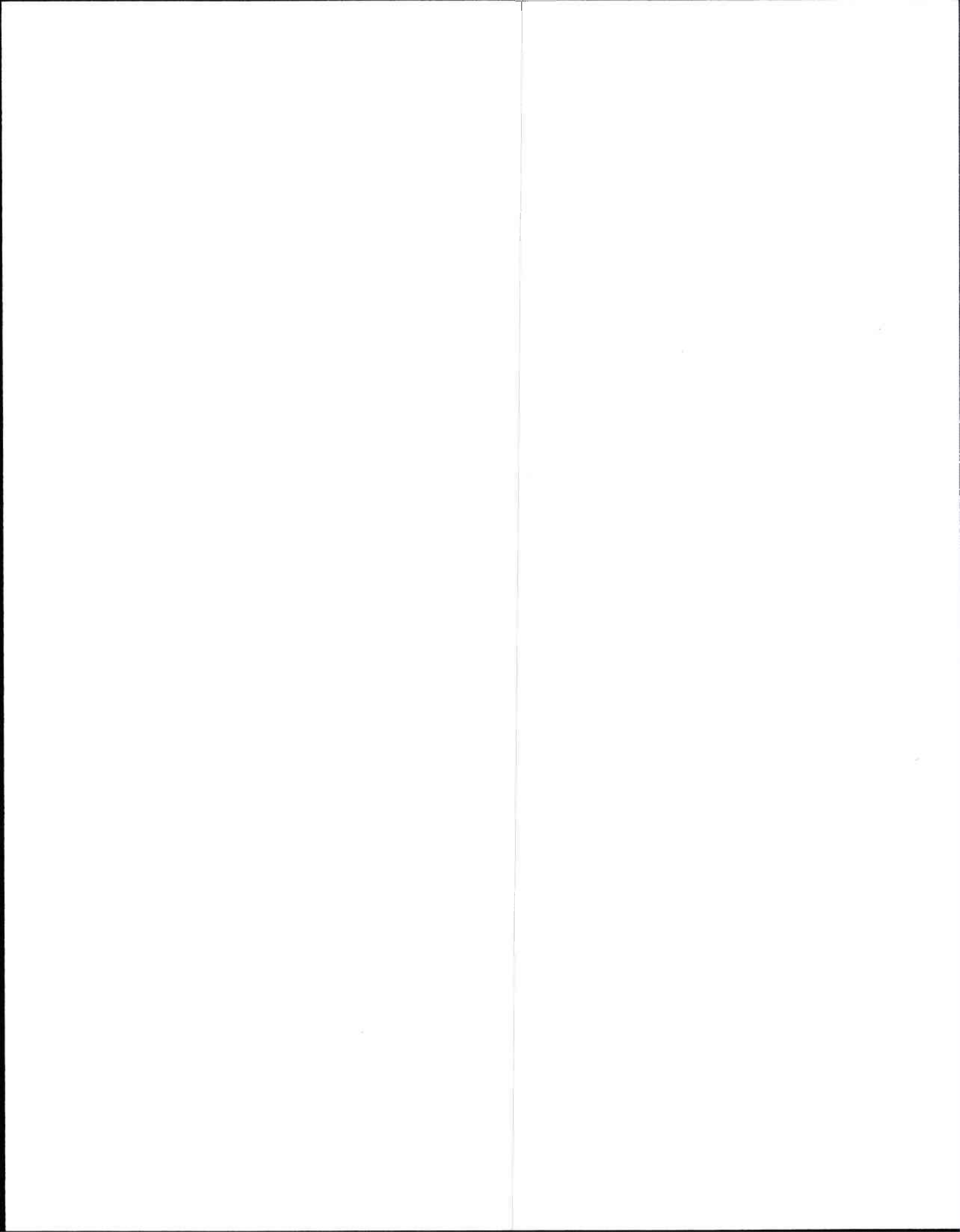
- (4) Name and Address of Disposal Facility.
- H. CONTRACTOR shall be required to provide a 24 hour emergency contact. This person(s) shall have authority to provide what is needed in an emergency. Failure to respond may be grounds for default or termination.
- I. CONTRACTOR shall furnish the labor force and equipment necessary to meet the needs of the DISTRICT. Cost estimates for identified work items, including labor, equipment, materials, and supplies to be used, shall be furnished to the DISTRICT for review/authorization prior to commencement of work.

A.9 EMERGENCY SPILL

A9.1 Emergency spill response service shall be provided to the DISTRICT on an as needed basis, responding within three (3) hours of such request. CONTRACTOR shall identify the level of response service provided. Such services shall be provided 24 hours per day, seven (7) days per week. If the first contact CONTRACTOR is unable to meet the emergency service requests availability, then DISTRICT may go to the Secondary awarded CONTRACTOR. Such services shall be provided to the DISTRICT to ensure that spill clean-up procedures are in accordance with State and Federal regulations and protect public and all DISTRICT property.

A9.2 Emergency Response Plan

- A. Provide confirmation to the DISTRICT'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 three (3) hours of such request. Upon arrival at the scene, the CONTRACTOR shall meet with DISTRICT's on-scene Incident Commander to organize procedures and operations.
- E. A site safety and control plan shall be established and reviewed prior to CONTRACTOR's commencing mitigation efforts. A copy of the plan may be required to be submitted to DISTRICT'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 certifications as required in Section A.10.5. This documentation shall be on every incident scene while the employee is working.

H. After areas of contamination are determined, control areas and decontamination areas shall be designated, and the information disseminated to the CONTRACTOR's operating personnel and the DISTRICT'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 DISTRICT'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.

A.10 SAFETY AND TRAINING

A.10.1 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.

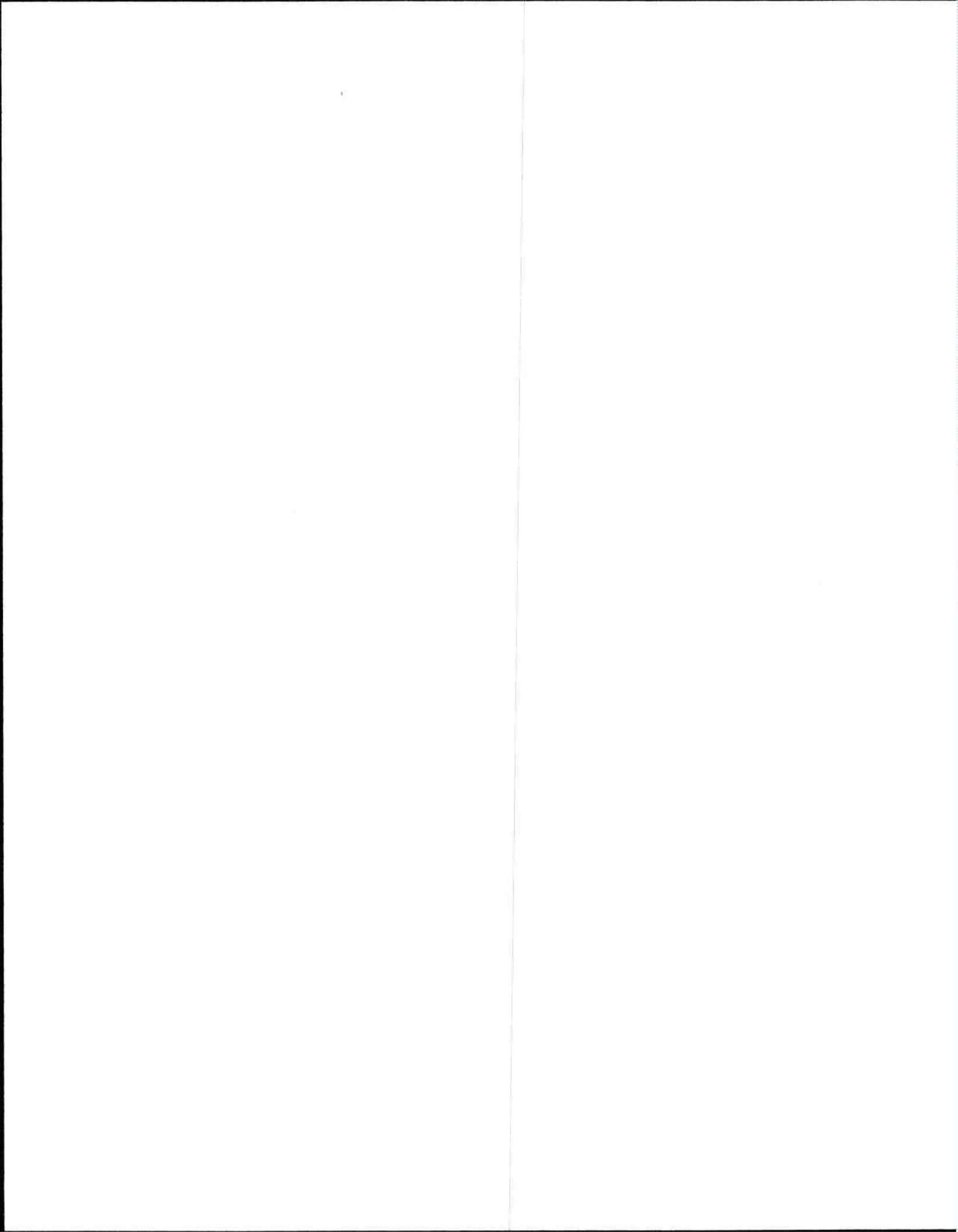
A.10.2 The CONTRACTOR shall, at all times in the performance of the work, comply with and provide the safeguards required by all applicable federal, state, and local laws; rules and regulations concerning occupational safety and health, including but not limited to, the Occupational Safety and Health Act of 1970 (OSHA); and all applicable State labor laws and the regulations and standards issued thereunder.

A.10.3 The CONTRACTOR warrants that any work performed in any location partially or entirely under the CONTRACTOR's control shall be performed in accordance with OSHA requirements. The CONTRACTOR further warrants that all material and equipment furnished under this Contract and contracts resulting from this Contract will conform to and comply with all applicable provisions of OSHA and the regulations and standards thereunder. The CONTRACTOR shall require these warranties in adherence to OSHA from all subcontractors and suppliers it employs in the performance of the contracts resulting from this Contract.

A.10.4 Personal protective equipment shall be supplied by the CONTRACTOR and properly used by its employees. The minimum personnel protective equipment or gear required under this Contract is Level C augmented by the following: poly-coated Tyvek or similar chemical resistance coveralls, air purifying respirator (full or half face), chemical resistant steel toe shoes with metatarsal guards, chemical resistant boots or shoe covers, chemical resistant gloves, safety glasses, face shield, and hard hats (if required). The costs for the minimum level of PPE as specified herein shall be included in the Disposal Pricing.

A.10.5 ALL CONTRACTOR's personnel shall have at a minimum the following training:

- 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
 - F. Hazardous Waste Handler training
- A.10.6 Additional training requirements for Supervisor and Project Manager Personnel may include:
- A. Eight (8) hour Supervisory training for Hazardous Waste Operations
 - B. Radioactive monitoring and training
 - C. CPR/first aid training
 - D. Bloodborne Pathogens Level 1 training
- A.10.7 Additional training requirements for Chemists may include:
- A. Hazardous waste categorization (Haz-Cat) training
 - B. Hazardous Waste Packaging Training
 - C. DOT HM-181 manifest training

A.11 SUB-CONTRACTORS

If subcontractors are required, the CONTRACTOR shall provide the DISTRICT with a list of the business names for each subcontractor who may perform work associated with this contract.

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

- A. CONTRACTOR qualifications requirements also apply to subcontractors.
- B. CONTRACTOR shall provide the DISTRICT with Certificates of Liability Insurance from subcontractor, naming the DISTRICT as additional insured with proper endorsements.
- C. The CONTRACTOR shall verify the subcontractor has all required permits, licenses and insurances to perform work as directed by the CONTRACTOR.
- D. Subcontract staff shall only be used when needed to supplement, not replace, existing CONTRACTOR staff.
- E. Subcontract staff shall not be used in key positions such as the Project Manager or Chemist and should only be utilized in positions that can be closely supervised.

A.11.1 List of Subcontractors

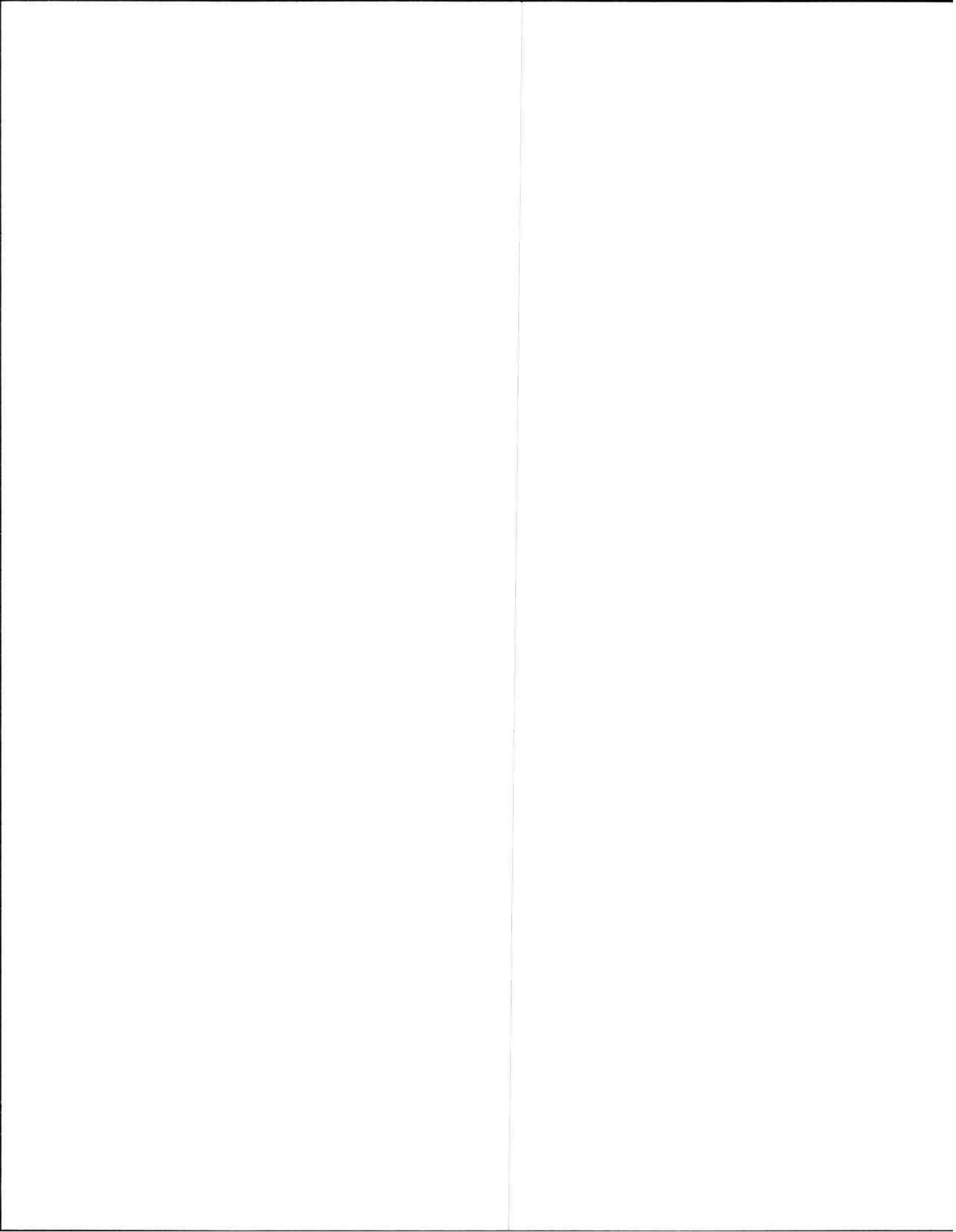
CONTRACTOR to provide DISTRICT with subcontractor information.

A.11.2 Customer Service and Interaction

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

A.12 REQUIRED LICENSES/CERTIFICATIONS/REGULATIONS

CONTRACTOR shall maintain all required permits, licenses, certificates and adhere to all State of California regulations to transport and or manage DISTRICT waste including RCRA Hazardous Waste, California Only Hazardous Waste, Universal Waste and Non-Hazardous Waste. These licenses, certificates and regulations include but are not limited to the following:



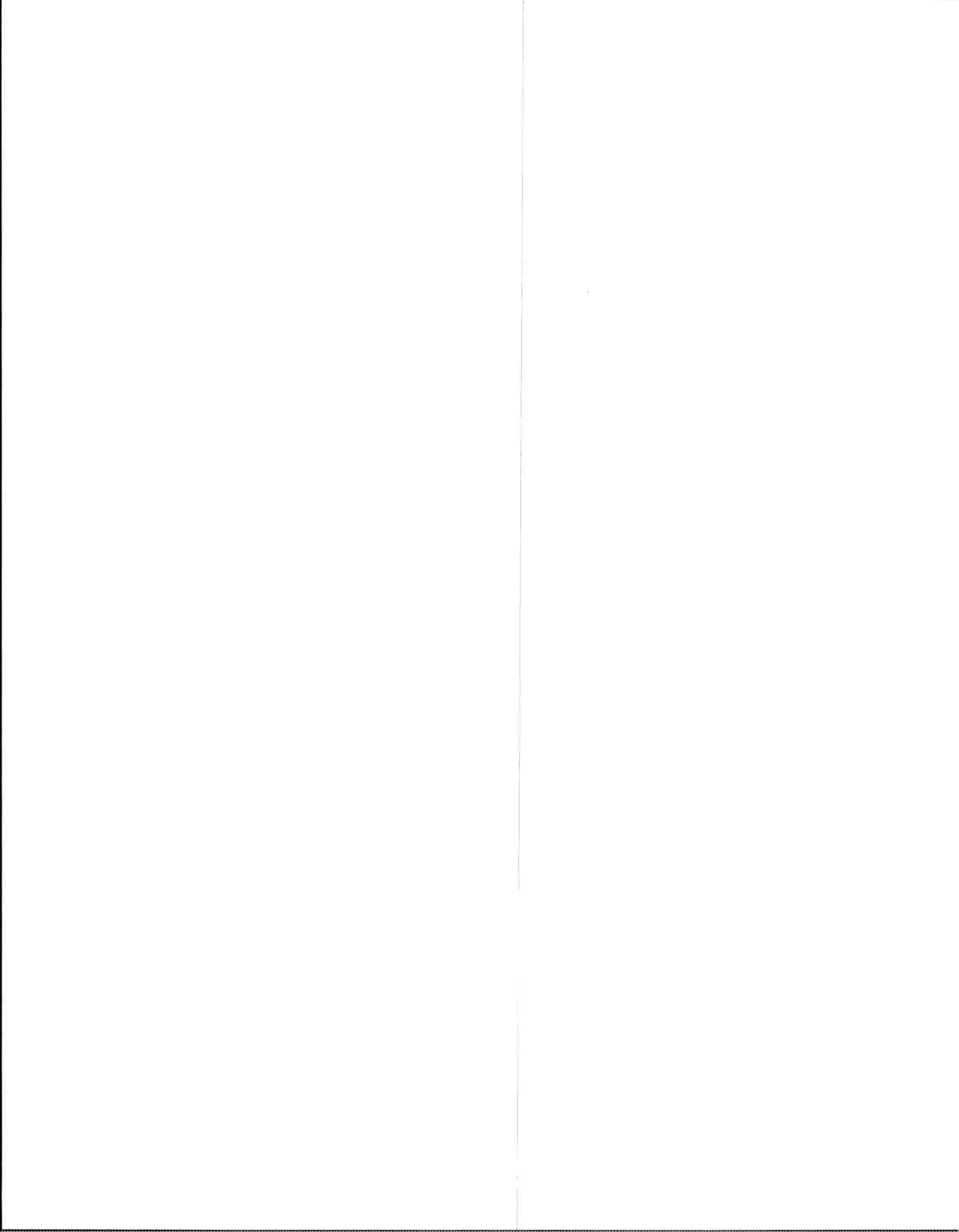
- A.12.1 CONTRACTOR shall be a California registered hauler of Hazardous Waste Material
- A.12.2 United States Department of Transportation Title 49
- A.12.3 Hazardous Materials Certificate of Registration Title 49
- A.12.4 United States Environmental Protection Agency
- A.12.5 EPA ID number with a listed status as: Hazardous Waste Transporter
- A.12.6 State of California Department of Motor Vehicles Motor Carrier Permit; Classification "For Hire"
- A.12.7 Department of California Highway Patrol Hazardous Materials Transportation License
- A.12.8 Business License
- A.12.9 State of California Regulations:
 - Certified Hazardous Substance Removal
 - Title 13 California Code of Regulation
 - California Vehicle Code Section 34500; Trucks Transporting Hazardous Materials
 - State CONTRACTOR Certification for Hazardous Waste Substance Removal; Business and Professions Code Section 7058.7

A.13 REPORTING

- A.13.1 CONTRACTOR shall provide separate work order forms for each service response, to be included with the invoice to DISTRICT.
- A.13.2 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

A.14 WASTE MANAGEMENT PLAN

A.14.1 The DISTRICT policy is to promote recycling and reuse as disposal options over other disposal methods whenever more than one method is authorized by regulation for a particular type of waste. The CONTRACTOR shall adhere to this policy in providing the services under this Contract. Accordingly, the CONTRACTOR shall utilize the following disposal methods, prioritized from highest to lowest: 1. Recycling/Reuse (treatment may be needed to make waste recyclable), 2. Alternative fuel, 3. Treatment (treatment for acceptable sewer discharge), 4. Bioremediation, 5. Destructive Incineration, 6. Class I Landfill Disposal.



A.14.2 The DISTRICT must approve, in advance, the method of disposal to be used for each waste type. The DISTRICT will not be responsible for disposal costs incurred for unauthorized disposal methods. The CONTRACTOR shall be responsible for any and all liability associated with the use of unauthorized disposal methods.

A.14.3 The CONTRACTOR shall provide DISTRICT a Waste Management Plan (WMP) that provides the following information for DISTRICT's approval:

A.14.3.1 Treatment method for each Hazardous Waste listed in the Exhibit B

A.14.3.2 All interim and final TSDF and recycling facilities the CONTRACTOR will utilize for each HW listed in Exhibit B

A.14.4 The CONTRACTOR shall comply with the DISTRICT's approved WMP to fulfill the requirements of any contract unless the CONTRACTOR has requested a change in writing and obtained advanced written permission from DISTRICT.

A.14.5 The CONTRACTOR shall, within ten (10) business days of notification from DISTRICT, submit an updated Waste Management Plan and waste profile(s) to COUNTY for any new hazardous waste not listed in Exhibit B for DISTRICT's review and approval.

A.15 PERFORMANCE STANDARDS

A.15.1 Arrival at the designated location at the designated time to perform services.

A.15.2 Readiness to perform services upon arrival at the service location, such as qualified staff arrive with all necessary equipment, personal protective equipment (PPE), materials, and supplies needed to properly perform and complete the services.

A.15.3 Clear communication of service activities (e.g. waste profile status, service date/time).

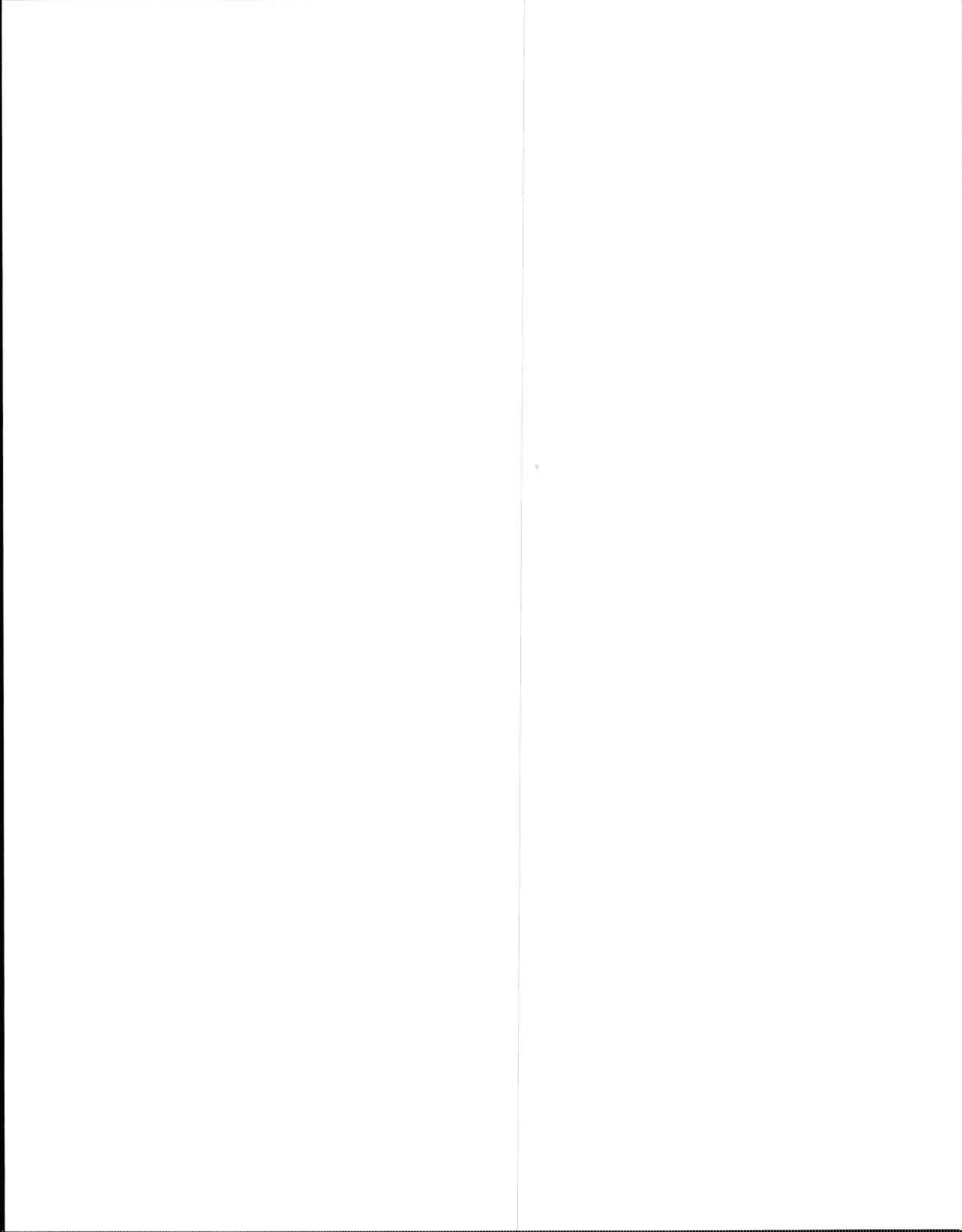
A.15.4 Accurate preparation of all disposal documentation for the DISTRICT's review and signature at the time of service.

A.15.5 Availability and delivery of materials as requested by the DISTRICT.

A.15.6 Immediate notice to the DISTRICT of any equipment failure or accident leading to the release of DISTRICT's hazardous materials or waste.

A.15.7 Repeated failure to provide adequate services, supplies and/or equipment resulting in failures or repeated delays may result in the transfer of contract to an alternate CONTRACTOR.

A.15.8 The CONTRACTOR shall be responsible for the professional attitude, demeanor and technical competence of personnel supplied and the coordination of all efforts, and other services furnished by the CONTRACTOR under this contract.



A.16 PERFORMANCE EXPECTATIONS

- A. A performance measurement plan may be developed by Riverside DISTRICT and will be reviewed on a bi-yearly basis.
- B. The CONTRACTOR shall track and document all performance measures identified in the performance measurement plan. Measures shall include, but not limited to the measures listed below.
- C. CONTRACTOR may be asked to develop and distribute, electronically, a monthly summary report showing the current status and 12-month trend of each performance measure.
- D. CONTRACTOR shall attend meetings scheduled by Riverside DISTRICT and present and discuss performance measures.
- E. CONTRACTOR shall track all Cost Savings for all orders requested by Riverside DISTRICT and shall report their total Cost Savings on a quarterly basis.

A.16.1 Monthly Summary Report

The CONTRACTOR shall provide a Monthly Summary Report to any requesting departments by the 15th calendar day of each month following the previous month in which services were provided. The report shall include the following Performance Measures, but is not limited to:

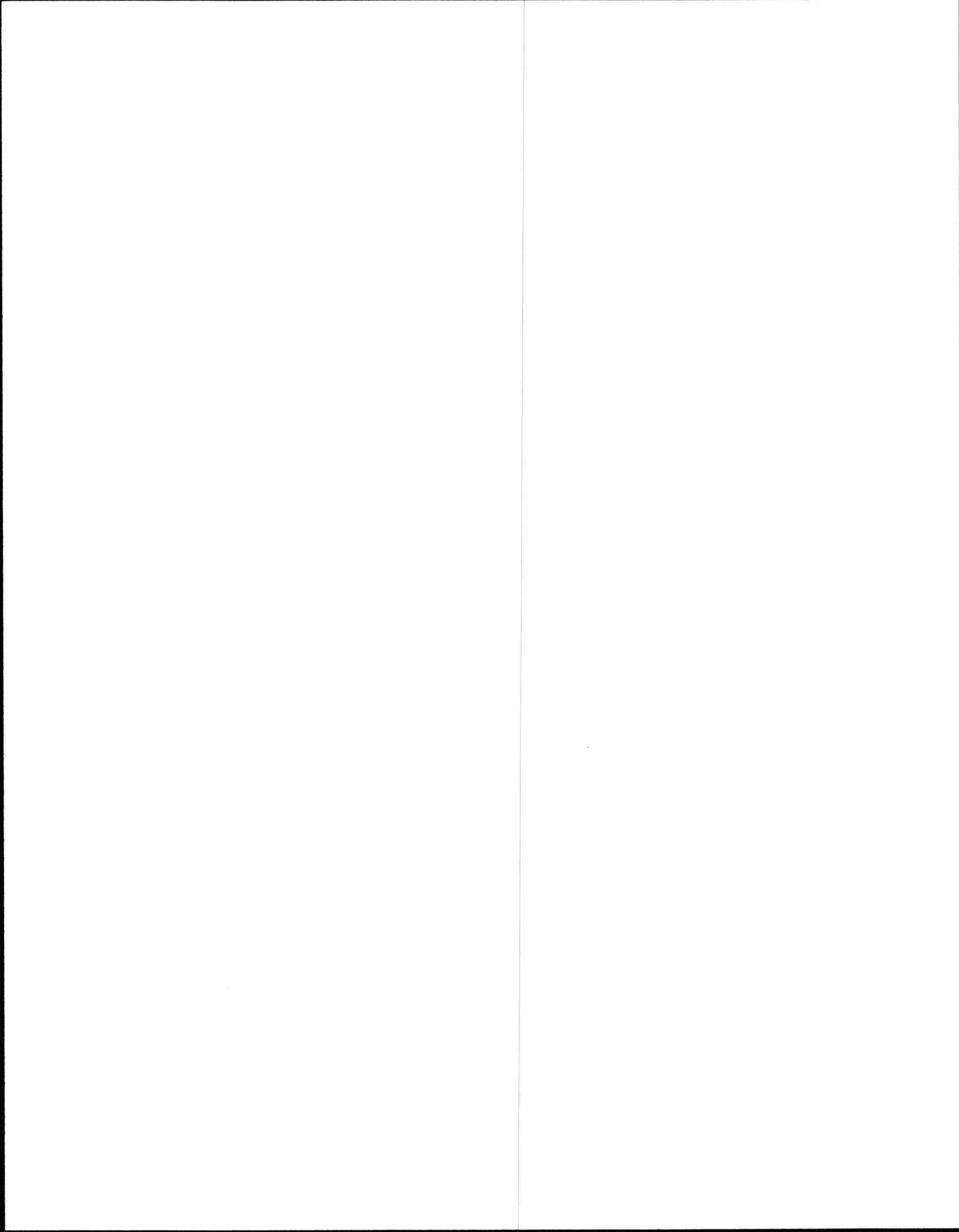
- A. Safety:
- B. Quality of Service:
- C. On-Time Pick-up:
- D. DBE/Sustainability:

A.16.2 Failure to Report

CONTRACTOR shall document and report to all departments for services rendered. The CONTRACTOR shall submit the report within 30 business days following the request from any department.

EXHIBIT B
PAYMENT PROVISIONS

B.1 PRICING



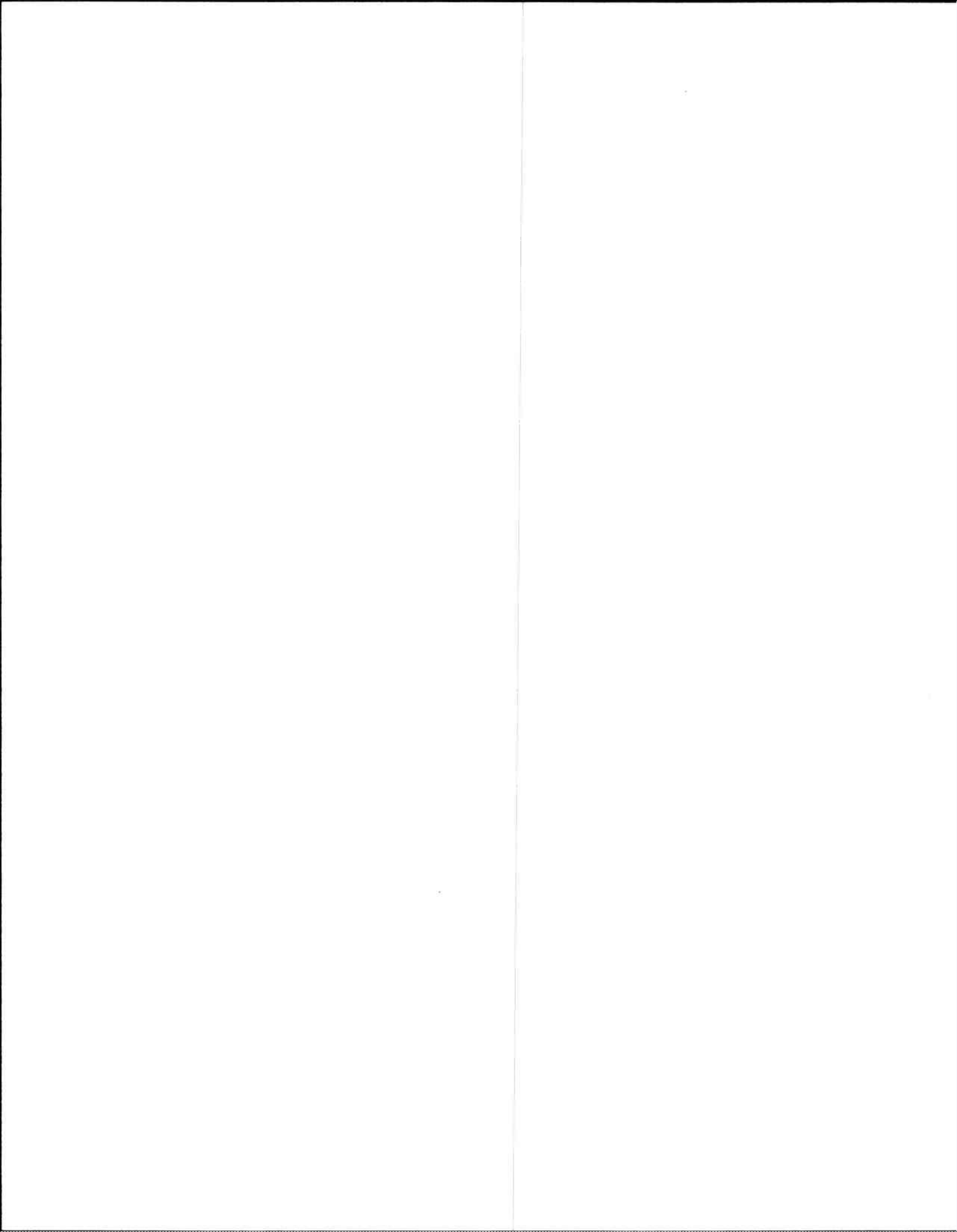
The total payments to CONTRACTOR within the term of this Agreement shall not exceed: Three Hundred Thousand Dollars (\$300,000).

B.2 Expenses incurred, and compensation shall be paid in accordance with an invoice submitted to DISTRICT. The DISTRICT shall pay the acceptable invoice within thirty (30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

B.3 [RESERVED]

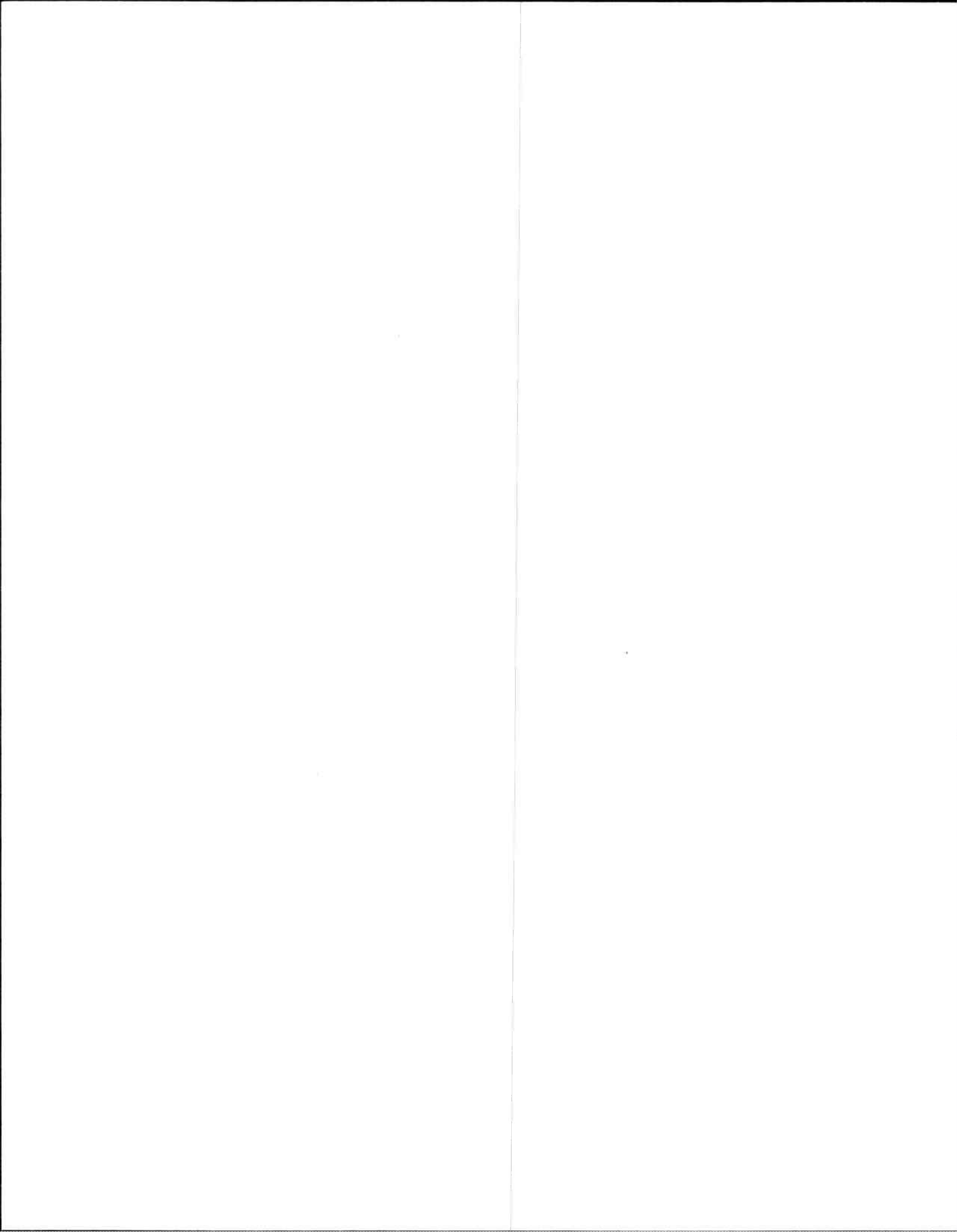
B.4 LINE-ITEM SERVICE RATES TABLE

Waste Category	WM M*	PM**	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Acidic, Liquid/Solid, Inorganic	DI	LP	N/A	N/A	\$323.00	\$248.00	\$173.00	\$113.00	\$323.00		
Acidic, Liquid/Solid, Organic	DI	LP	N/A	N/A	\$323.00	\$248.00	\$173.00	\$113.00	\$323.00		
Aerosols	DI	LO	N/A	N/A	\$323.00	\$248.00	\$173.00	\$113.00	\$323.00	\$1,142.00	
Ammunition	N	LO	N/A	N/A	CBC	CBC	CBC	CBC	CBC	CBC	
Antifreeze	R	BU	N/A	N/A	\$148.00	\$116.75	\$85.50	\$60.50			
Asbestos – friable	LF	BU or LO	N/A	N/A	\$148.00	\$116.75	\$63.00	\$63.00	\$148.00	\$529.50	58/CY disposal only
Asbestos – Non-friable	LF	BU or LO	N/A	N/A	\$148.00	\$116.75	\$63.00	\$63.00	\$148.00	\$529.50	58/CY disposal only
Basic, Liquid, Solid, Inorganic	DI	LP	N/A	N/A	\$323.00	\$248.00	\$173.00	\$113.00	\$323.00		
Basic, Liquid, Solid, Organic	DI	LP	N/A	N/A	\$323.00	\$248.00	\$173.00	\$113.00	\$323.00		
Batteries, Lead Acid – Intact (Automotive)	R	PA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.55/lb
Damaged Lead Acid Batteries (Automotive)	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.85/lb

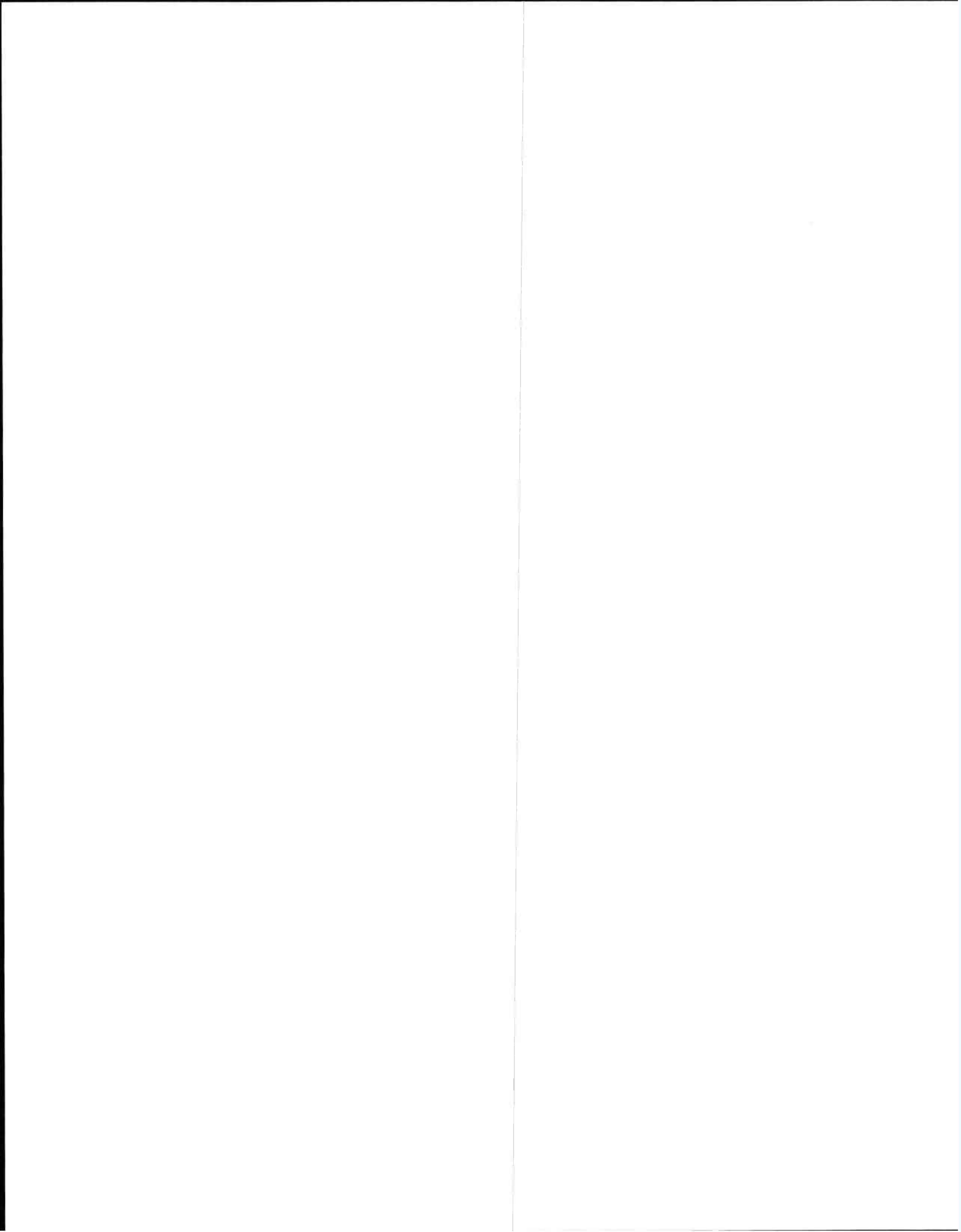


Waste Category	WM M*	PM**	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Batteries, Lead Acid (sealed)	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.55/lb
Batteries - Rechargeable	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1.00/lb
Batteries - Alkaline	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1.00/l
Batteries - Lithium	R	LO	N/A	N/A	N/A	N/A	N/A	\$223.00	N/A	N/A	
Batteries - mixed (rechargeable & alkaline)	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1.30/lb
Broken CRT Glass	LF	BU	N/A	N/A	\$148.00	\$116.75	\$85.50	\$83.00	\$148.00	\$529.50	
Butane Lighters	DI	LO	N/A	N/A	N/A	N/A	N/A	\$223.00	N/A	N/A	
Butane Lighters	FI		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Compressed Gas Cylinders: MAPP /gas	FI R		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$15.00
Compressed Gas Cylinders: CFCs	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$315.00
Contaminated Oil	FI or DI	BU	N/A	N/A	\$83.00	\$68.00	\$63.00	\$63.00			
Neutral Oxidizer	DI	BU	N/A	N/A	CBC	CBC	CBC	CBC			
Cyanide, Liquid/Solid	DI		N/A	N/A	\$573.00	\$435.50	\$298.00	\$188.00	\$573.00	\$2,017.00	
Dry Absorbent & Used Rags (mixed)	L	BU	N/A	N/A	\$83.00	\$68.00	\$63.00	\$63.00	\$83.00	\$302.00	
Dry Sweep & Used Rags (mixed)	LF	BU	N/A	N/A	\$83.00	\$68.00	\$63.00	\$63.00	\$83.00	\$302.00	
Empty Drum, Non- RCRA (greater than 5 gallon in size)	R	BU	N/A	N/A	\$58.00	\$49.25	\$48.00	\$48.00			

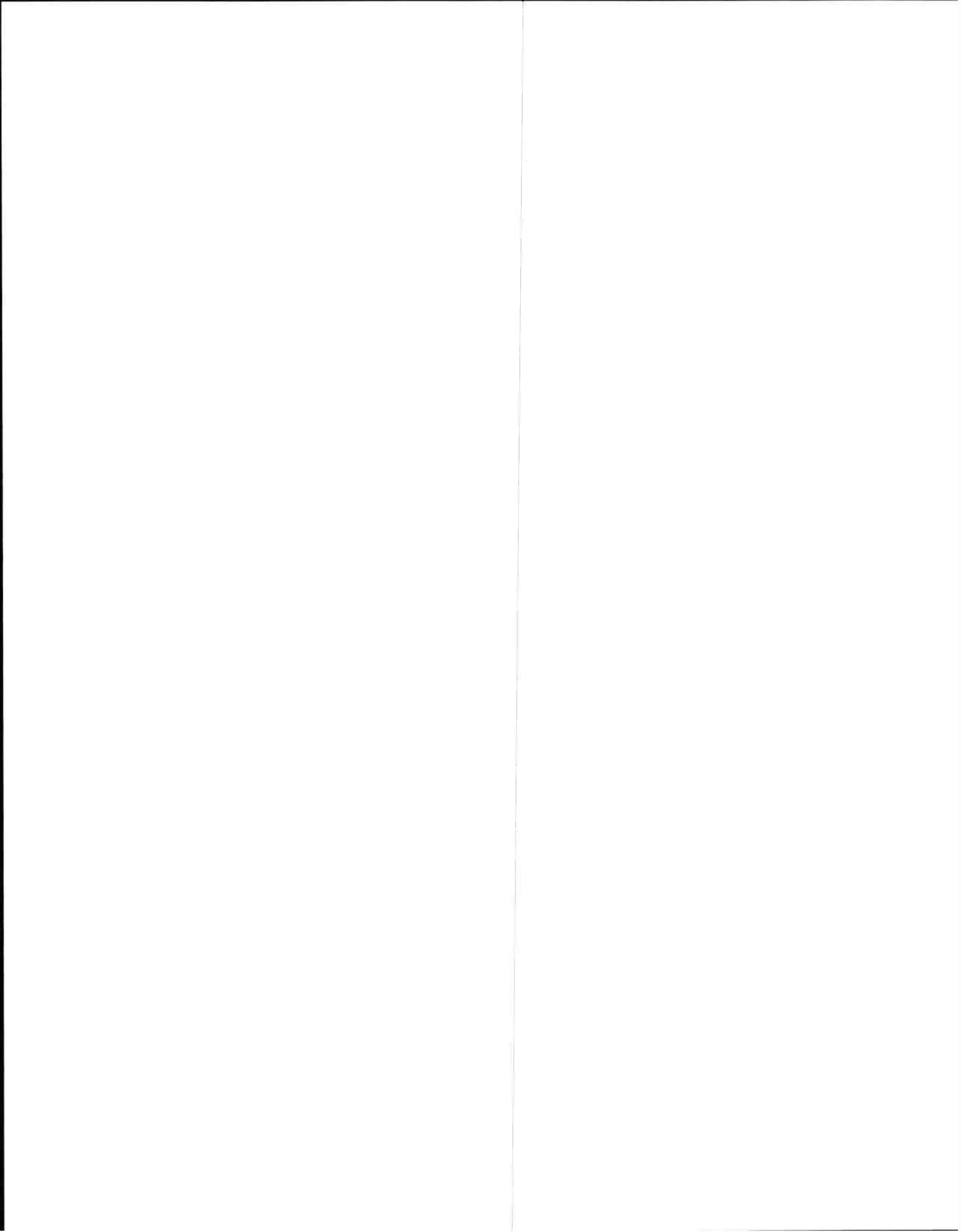
Waste Category	WM M*	PM**	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Explosive Devices & Chemicals	N		N/A	N/A	CBC	CBC	CBC	CBC	CBC	CBC	Explosives pricing will be quoted case by case
Flammable Liquid	DI or FI	BU	N/A	N/A	\$83.00	\$68.00	\$63.00	\$63.00			
Flammable Liquid, Toxic	DI	BU	N/A	N/A	\$323.00	\$248.00	\$173.00	\$143.00			
Flammable Solid	DI	LO	N/A	N/A	\$273.00	\$210.50	\$148.00	\$98.00	\$273.00	\$967.00	
Fluorescent Bulbs - CFL	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$2.60/lb
Fluorescent (Bulbs & U-Shape)	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$2.60/lb
Fluorescent Tubes (Linear foot)	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1.10/lb
Fluorescent Lights (Crushed/Broken)	R	BU	N/A	N/A	\$573.00	\$435.50	\$298.00	\$188.00	\$573.00	\$2,017.00	
Fluorescent Bulbs (HID)	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3.60/lb
Fluorescent - Mercury Vapor	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3.60/lb
Fluorescent-Neon	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$4.60/lb
Fluorescent-Sodium	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3.60/lb
Freon (aerosol can size)	DI	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$150.00
Fuel Filters	R DI	LO	N/A	N/A	\$348.00	\$266.75	\$185.50	\$120.50	\$348.00	\$1,229.50	
Fusee (Road Flares)	DI	LO	N/A	N/A	CBC	CBC	CBC	CBC	CBC	CBC	
Ink Cartridges	R LF	LO	N/A	N/A	\$83.00	\$68.00	\$63.00	\$63.00	\$83.00	\$302.00	



Waste Category	WM M*	PM**	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Latex Paint	R	LO	N/A	N/A	\$173.00	\$135.50	\$98.00	\$68.00	\$173.00	\$617.00	
Latex Paint	DI or FL	LO	N/A	N/A	\$223.00	\$173.00	\$123.00	\$83.00	\$223.00	\$792.00	
Latex Paint (PCB Contaminated)	DI	BU	N/A	N/A	\$473.00	\$360.50	\$248.00	\$163.00			
Lead Paint Waste	DI LF	BU	CBC	N/A	\$148.00	\$116.75	\$85.50	\$83.00	\$148.00	\$529.50	
Mercury Compounds	DI N	LP	N/A	N/A	\$3,823.00	\$2,873.00	\$1,923.00	\$1,163.00	\$3,823.00	N/A	
Mercury, Elemental	R S	LP	N/A	N/A	N/A	N/A	N/A		N/A	N/A	\$40.00/lb
Mercury Switches	R	LP	N/A	N/A	N/A	N/A	N/A	\$473.00	N/A	N/A	
Mercury Containing Devices (specify any)	R	LP	N/A	N/A	N/A	N/A	N/A	\$473.00	N/A	N/A	
Nitric Acid	N	LP	N/A	N/A	\$373.00	\$285.50	\$198.00	\$128.00	N/A	N/A	
Non PCB Ballasts/Transformers	R	LO	N/A	N/A	\$273.00	\$210.50	\$148.00	\$98.00	\$273.00	\$967.00	
Non RCRA Liquids/Solids	DI	BU	cbc	N/A	\$348.00	\$266.75	\$185.50	\$120.50	\$348.00	\$1,229.50	
	LF	BU	cbc	N/A	\$108.00	\$86.75	\$65.50	\$63.00	\$108.00	\$389.50	cbc
Non-RCRA Semi-Solids	DI	BU	cbc	N/A	\$348.00	\$266.75	\$185.20	\$120.50	\$348.00	\$1,229.50	
	LF	BU	cbc	N/A	\$108.00	\$86.75	\$65.50	\$63.00	\$108.00	\$389.50	
Non-RCRA Oily Liquids/Solids	DI	BU	cbc	N/A	\$348.00	\$266.75	\$185.20	\$120.50	\$348.00	\$1,229.50	
	LF	BU	cbc	N/A	\$108.00	\$86.75	\$65.50	\$63.00	\$108.00	\$389.50	
Oil Soaked Mats, Booms and Debris	DI	BU	N/A	N/A	\$208.00	\$161.75	\$115.50	\$78.50	\$208.00	\$739.50	
	LF	BU	N/A	N/A	\$83.00	\$68.00	\$63.00	\$63.00	\$83.00	\$302.00	45/CY disposal only



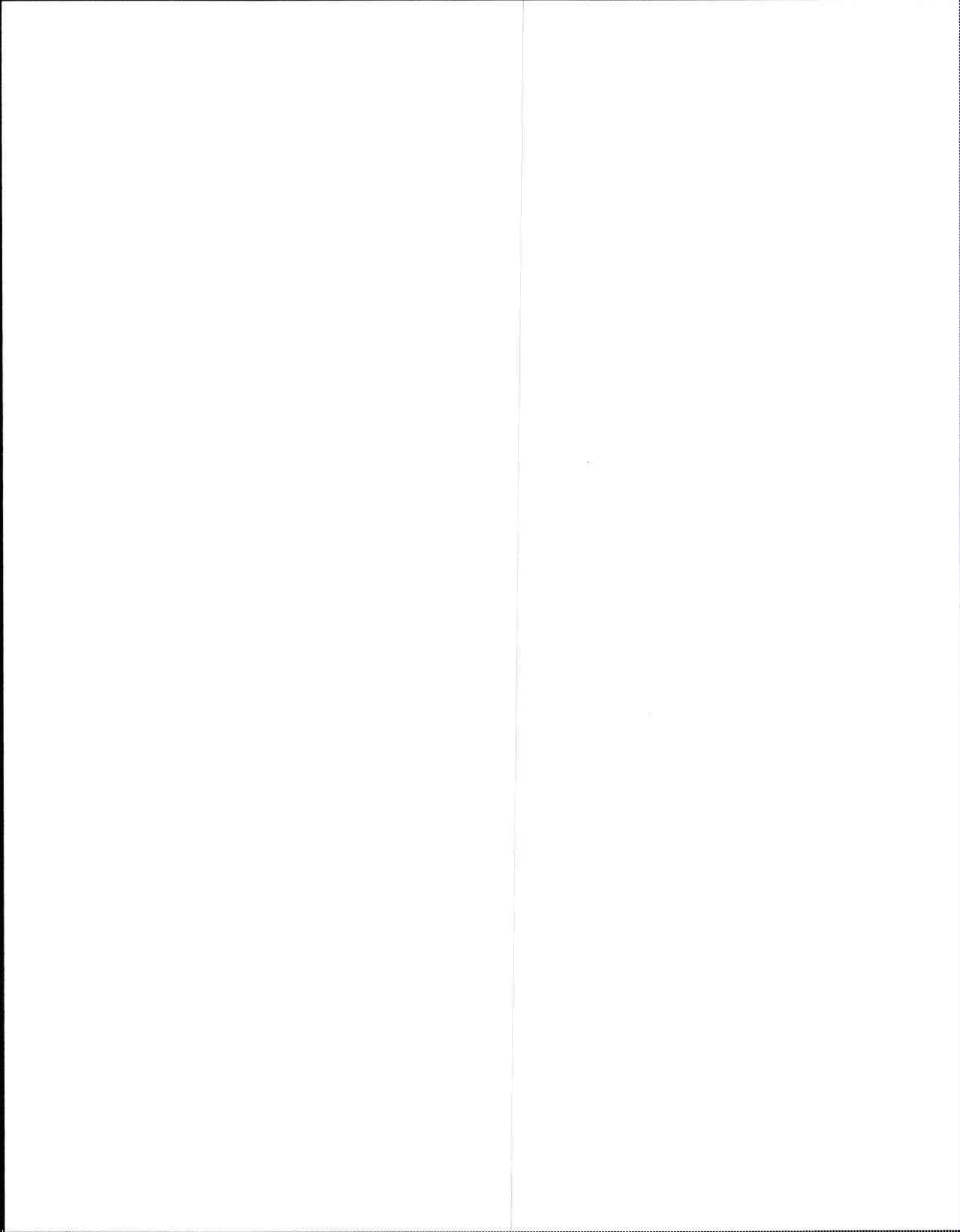
Waste Category	WM M*	PM**	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Oil Filters (uncrushed)	R	LO	N/A	N/A	\$148.00	\$116.75	\$85.50	\$60.50	\$148.00	\$529.50	
Oil Filters (crushed)	R	LO	N/A	N/A	\$148.00	\$116.75	\$85.50	\$60.50	\$148.00	\$529.50	
Oil Base Paint	FI/DI	LO	N/A	N/A	\$223.00	\$173.00	\$123.00	\$83.00	\$223.00	\$792.00	
Organic Peroxide, Type D, Liquid/Solid	DI	LP	N/A	N/A	N/A	N/A	N/A	\$223.00	N/A	N/A	
Oxidizing Liquid/Solid, Acidic	DI	LP	N/A	N/A	\$373.00	\$285.50	\$198.00	\$128.00	N/A	N/A	
Oxidizing Liquid/Solid, Basic	DI	LP	N/A	N/A	\$373.00	\$285.50	\$198.00	\$128.00	N/A	N/A	
Oxidizing Liquid/Solid, Neutral	DI	LP	N/A	N/A	\$373.00	\$285.50	\$198.00	\$128.00	N/A	N/A	
Paint Related Material	FI/DI	LO	N/A	N/A	\$273.00	\$210.50	\$148.00	\$98.00	\$273.00	\$967.00	
PCB Ballast/Tran	R	LO	N/A	N/A	\$423.00	\$323.00	\$223.00	\$143.00	\$423.00	\$1,492.00	
	LF	LO	N/A	N/A	\$223.00	\$173.00	\$123.00	\$83.00	\$223.00	\$792.00	
Photo Fix / Developer	DI	LP	N/A	N/A	\$323.00	\$248.00	\$173.00	\$113.00	\$323.00	N/A	
Propane & Butane Cylinders (BBQ Style)	R	PA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$25/cylinder
Propane & Butane Cylinders (small Coleman style)	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$65/cylinder
Radioactive (low grade)	N	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	cost + 18%



Waste Category	WM M*	PM**	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Self-Heating Substances	DI	LP	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Sharps (Home Generated)	DI	LO	N/A	N/A	\$298.00	\$229.25	\$160.50	\$105.50	N/A	N/A	
Treated Wood Waste	L	BU	N/A	N/A	\$83.00	\$68.00	\$63.00	\$63.00	\$83.00	\$302.00	45/ cy disposal only
Toxic Liquid, Flammable	DI	LP	N/A	N/A	\$323.00	\$248.00	\$173.00	\$113.00	\$323.00		
Toxic/Liquid Solid	DI	LP	N/A	N/A	\$323.00	\$248.00	\$173.00	\$113.00	\$323.00	\$1,142.00	
Used Motor Oil	R	BU	N/A	N/A	\$83.00	\$68.00	\$53.00	\$41.00	\$83.00	\$302.00	
Used Oil (Pump out services)	R	BU	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$150 flat stop fee
Used Motor Oil Contaminated with Chlorinated Substances	DI	BU	N/A	N/A	\$198.00	\$154.25	\$110.50	\$75.50	N/A	N/A	
Used Motor Oil and diesel Mixtures	FI	BU	N/A	N/A	\$83.00	\$68.00	\$63.00	\$63.00	N/A	N/A	
	DI or FI	BU	N/A	N/A	\$83.00	\$68.00	\$63.00	\$63.00	N/A	N/A	
	R		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Water Reactive Liquid/Solid	DI	LP	N/A	N/A	N/A	N/A	N/A	\$223.00	N/A	N/A	

B.5 SUPPLEMENTAL PRICING FORMAT FOR OTHER HAZARDOUS WASTE

	PRICE PER CONTAINER SIZE
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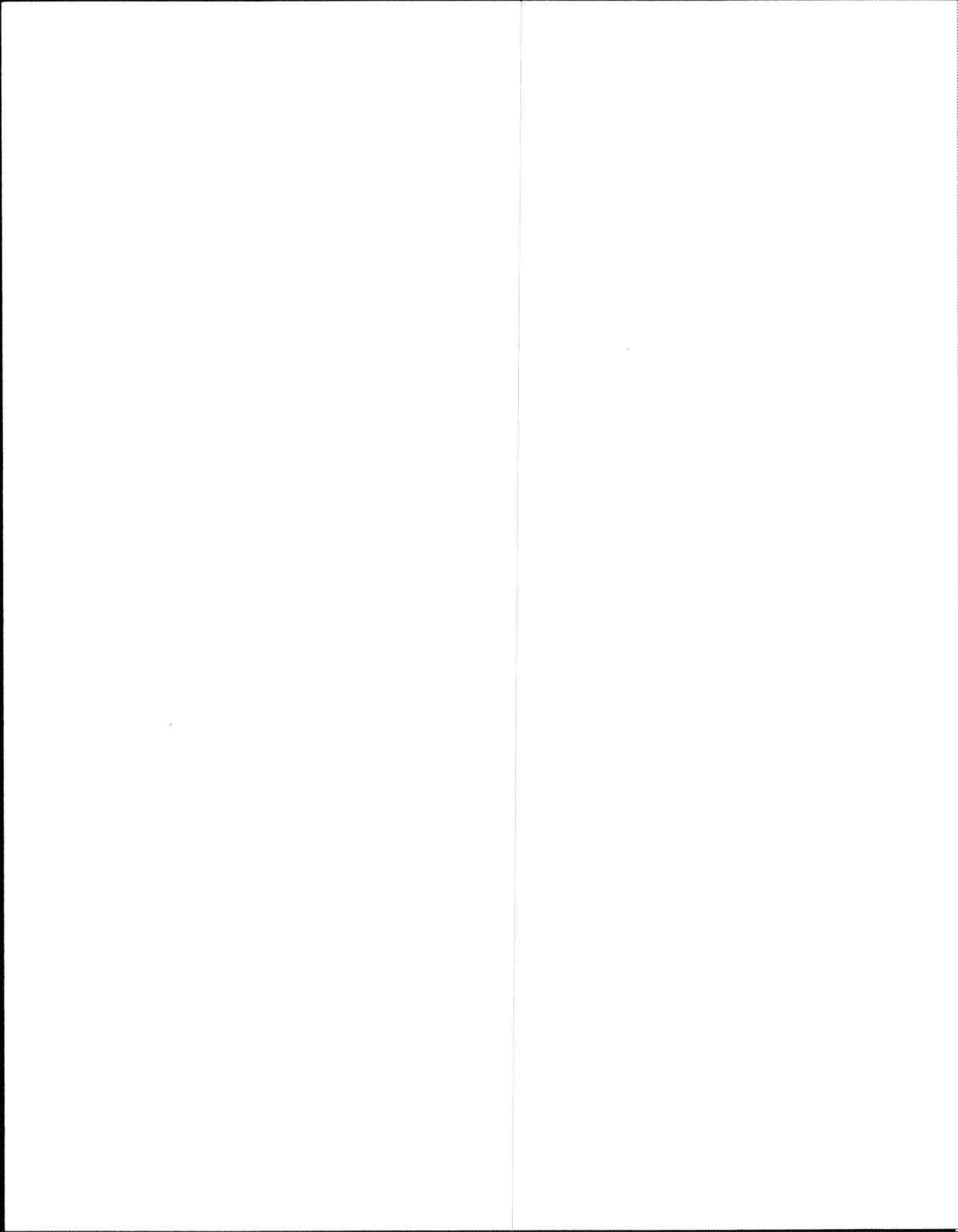


Waste Category	WMM*	PM**	5 gal	16 gal	30 gal	55 gal	CQB	CYB	Disposal/Recycling Cost per Unit
Radioactive (low level)	N	LO	N/A	N/A	N/A	N/A	N/A	N/A	cost + 18%
Ammunition	DI	LO	\$373.00	cbc	cbc	cbc	N/A	N/A	
Explosive devices and chemicals			cbc	cbc	cbc	cbc	N/A	N/A	
Non-Friable Asbestos	LF	BU	\$63.00	\$63.00	\$116.75	\$148.00	\$148.00	\$529.50	58/CY disposal only
Marine Flares			cbc	cbc	cbc	cbc	N/A	N/A	
Medical Waste	Auto	LO	\$53.00	\$73.00	\$98.00	\$123.00	N/A	N/A	
Contaminated Soils	LF	BU	\$63.00	\$63.00	\$68.00	\$83.00	\$83.00	\$302.00	45/ CY disposal only

Waste Category	WMM*	PM**	Disposal/Recycling Cost per Unit	UOM
Steam Cleaner Pit Clarifier Sludge (2,000 gallon Tank)	R	BU	\$0.85	Gallon + 87 stop fee
Cathode Ray Tubes (CRTs)/ CRT Devices	LF R	LO	\$0.35	LB
Consumer Electronic Devices	R	LO	\$0.60	LB
Devices with LCD screens	R	LO	\$0.35	LB
Devices with Plasma Screens	R	LO	\$0.35	LB
Refrigerators	R	PA	\$0.75	LB
Air Conditioner units	R	LO or PA	\$0.75	LB
Microwaves	R	LO or PA	\$0.60	LB

B.6. COMPRESSED GAS CYLINDERS

Pressurized Gas	Disposal Method	Transportation and Disposal Rate				
		3" x 13"	4" x 24"	12" x 36"	10" x 52"	16" x 54"
		Lecture	Small	Medium	Large	X-Large
Acetylene	R	\$60.00	\$75.00	\$95.00	\$200.00	\$250.00
Ammonia	N/DI	\$160.00	\$325.00	\$500.00	\$900.00	\$1,300.00
Butane	DI	\$150.00	\$315.00	\$500.00	\$875.00	\$1,300.00



Carbon Dioxide	N/R	\$50.00	\$60.00	\$70.00	\$135.00	\$200.00
Chlorine	N/DI	\$160.00	\$325.00	\$500.00	\$900.00	\$1,300.00
Freon	DI	\$150.00	\$315.00	\$500.00	\$875.00	\$1,300.00
Dichlorofluoromethane	DI	\$150.00	\$315.00	\$500.00	\$875.00	\$1,300.00
Hydrogen	N (vent)	\$150.00	\$315.00	\$500.00	\$875.00	\$1,300.00
Methane	DI	\$150.00	\$315.00	\$500.00	\$875.00	\$1,300.00
Nitrogen	N (vent)	\$50.00	\$60.00	\$70.00	\$135.00	\$200.00
Oxygen	N (vent)	\$50.00	\$60.00	\$70.00	\$135.00	\$200.00
Propylene	DI	\$150.00	\$315.00	\$500.00	\$875.00	\$1,300.00
Propane	R	\$15.00	\$25.00	\$65.00	\$200.00	\$250.00
Unknown Contents	N or DI	case by case	case by case	case by case	case by case	case by case
Empty Cylinders	R or L	\$20.00	\$25.00	\$40.00	\$75.00	\$150.00

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

B.7 KEY

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

1 CQB = conquest box/55 gallon fiber board box

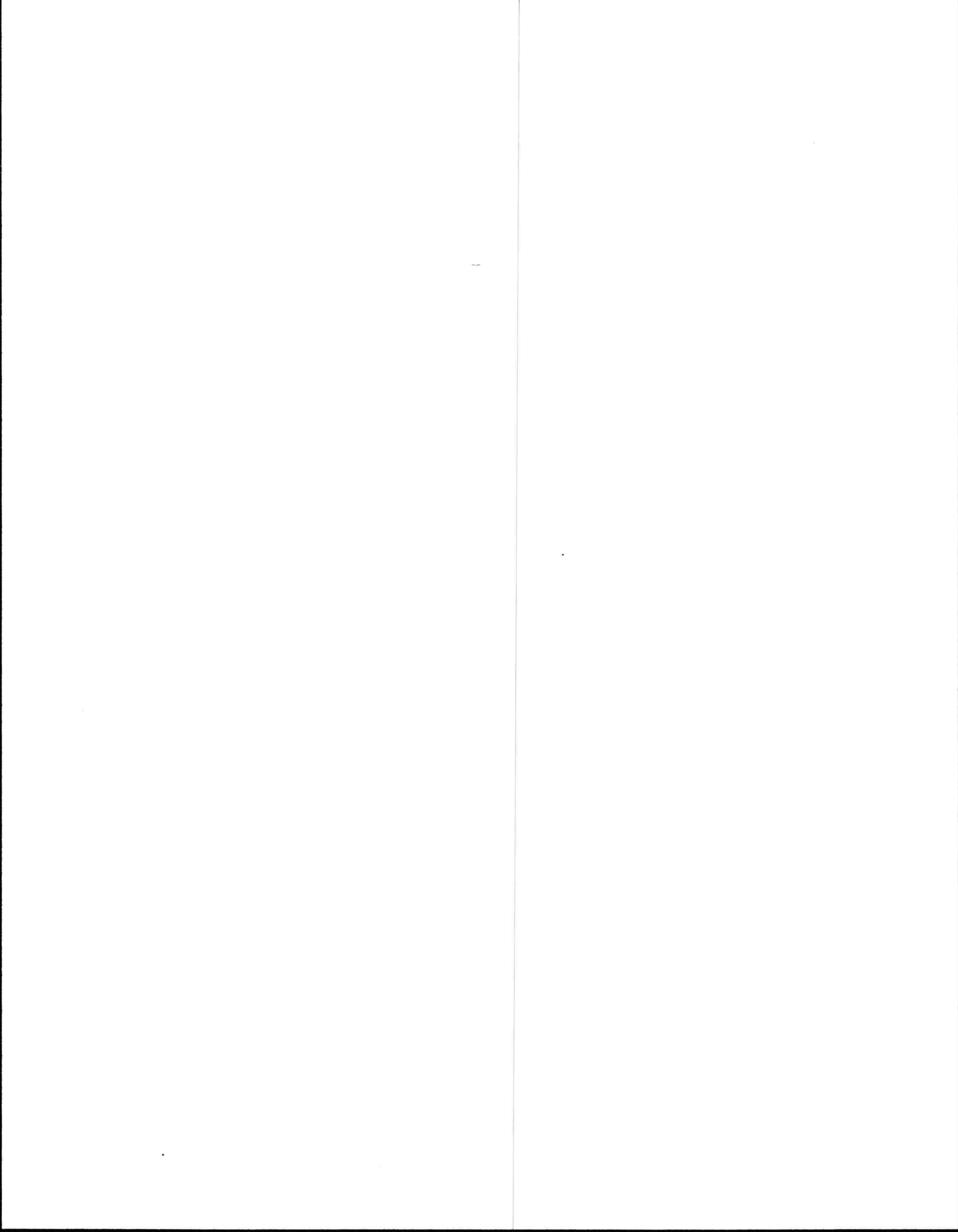
2 CYB = cubic yard fiber board box

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

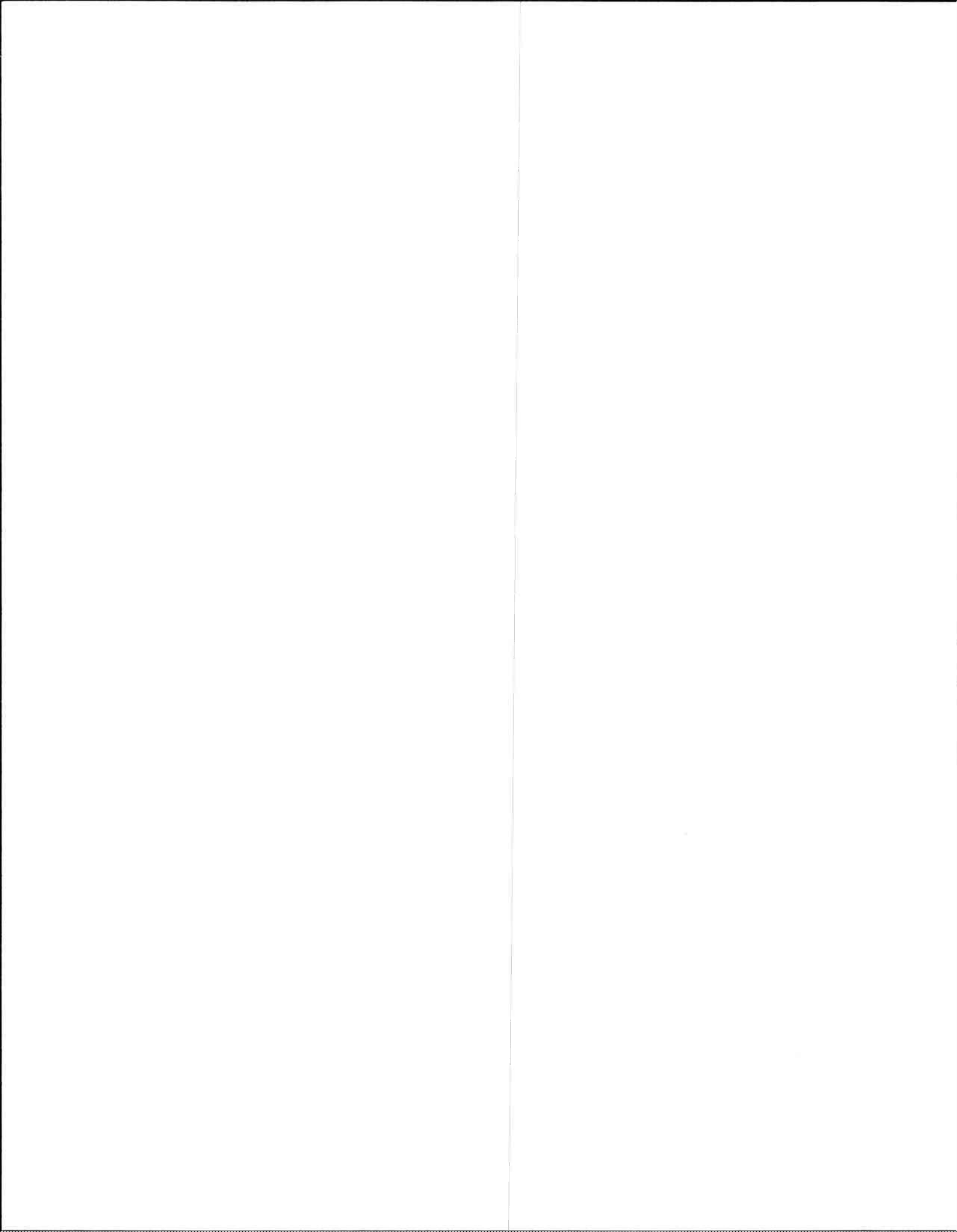
Transportation and disposal costs shall be inclusive of the costs of shipping documents; DOT placards, liners, labels and marking; shipping pallets and other packaging materials, transportation, fuel surcharges, and disposal/treatment/recycling cost per each waste type and disposal method. CONTRACTOR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

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

B.8. PRICING FOR MATERIALS, SUPPLIES, AND MISCELLANEOUS ITEMS



Item	Pricing by Container Material Type / Each						Notes
	Metal		Poly		Fiber	Other	
	New	Recon ¹	New	Recon		(specify)	
5-gallon drum – open top	\$17.65	N/A	\$15.00	N/A	N/A	N/A	
5-gallon drum – closed top	\$17.65	N/A	\$20.96	N/A	N/A	N/A	
5-gallon drum – screw top	N/A	N/A	\$15.00	N/A	N/A	N/A	
10 – gallon drum – open top	N/A	N/A	N/A	N/A	N/A	N/A	not offered
15 – gallon drum – open top	N/A	N/A	N/A	N/A	N/A	N/A	not offered
16 gallon drum – open top ²	\$70.57	N/A	\$35.00	N/A	N/A	N/A	
16 gallon drum – closed top ²	\$69.35	N/A	\$38.00	N/A	N/A	N/A	
30 gallon drum open top	\$77.19	N/A	N/A	\$41.00	N/A	N/A	
30 gallon drum – closed top	\$87.11	N/A	N/A	\$41.00	N/A	N/A	
55 gallon drum – open top	N/A	\$55.12	N/A	\$47.00	N/A	N/A	
55 gallon drum – closed top	N/A	\$50.00	N/A	N/A	N/A	N/A	
85 gallon drum overpack	\$153.27	N/A	N/A	N/A	N/A	N/A	
Cubic Yard Box – DOT	N/A	N/A	N/A	N/A	\$71.00	N/A	
Cubic Yard Box – Non-DOT	N/A	N/A	N/A	N/A	\$48.00	N/A	
Fiber Board box (55 gallon)	N/A	N/A	N/A	N/A	\$20.00	N/A	55 copak box
85-gallon Over pack drum	N/A	N/A	\$220.00	N/A	N/A	N/A	
Fluorescent light box – 4 foot (small capacity box)	N/A	N/A	N/A	N/A	N/A	N/A	
Fluorescent light box – 4 foot (large capacity box)	N/A	N/A	N/A	N/A	N/A	\$57.34	fiber tube holds ~ 100 bulbs
Fluorescent light box – 8 foot (small capacity box)	N/A	N/A	N/A	N/A	N/A	N/A	



Item	Pricing by Container Material Type / Each						Notes
	Metal		Poly		Fiber	Other	
	New	Recon ¹	New	Recon		(specify)	
Fluorescent light box – 8 foot (large capacity box)	N/A	N/A	N/A	N/A	N/A	\$73.00	fiber tube holds ~ 100 bulbs
Absorbent Pads	N/A	N/A	N/A	N/A	N/A	\$42.76	100 Grade - 100/ bale
Ultrasorb (or equivalent spill cleanup absorbent)	N/A	N/A	N/A	N/A	N/A	\$11.00	speedi Dry
Vermiculite	N/A	N/A	N/A	N/A	N/A	\$38.50	per 4cf bag
Pill Box – PG 1 Rated	N/A	N/A	N/A	N/A	N/A	\$35.00	1qt capacity PIH box
Visqueen/Poly Sheeting – 6 mil	N/A	N/A	N/A	N/A	N/A	\$143.35	per 20' x 100' roll
20-yard roll-off container	N/A	N/A	N/A	N/A	N/A	\$15.00	per day rental
40-yard roll-off container	N/A	N/A	N/A	N/A	N/A	\$15.00	per day rental

¹ Recon. - Reconditioned

² Or equivalent size

B.9. SUPPLEMENTAL MATERIALS PRICING

Supplemental Materials	Unit Cost	Unit of Measure	Notes
Absorbent Pads	\$42.76	bale of 100 pads	101 Grade - 100/bale
Cubic Yard Box – used			
Drum Liners – 5 gallon	\$2.20	each	
Drum Liners – 16 gallon ¹	\$2.20	each	
Drum Liners – 30 gallon	\$2.20	each	
Drum Liners – 55 gallon	\$2.20	each	
Fiber Board Box Liners – 55 gallon	\$0.00	each	included with box purchase
Fiber Board Box Liners – CYB	\$10.00	each	rate for additional liners, 1 liner included with box purchase
Equipment/Materials Not Otherwise Specified <u>Rolloff bin liner</u>	\$55.00	each	each Rolloff bin liner

B.10. SERVICES

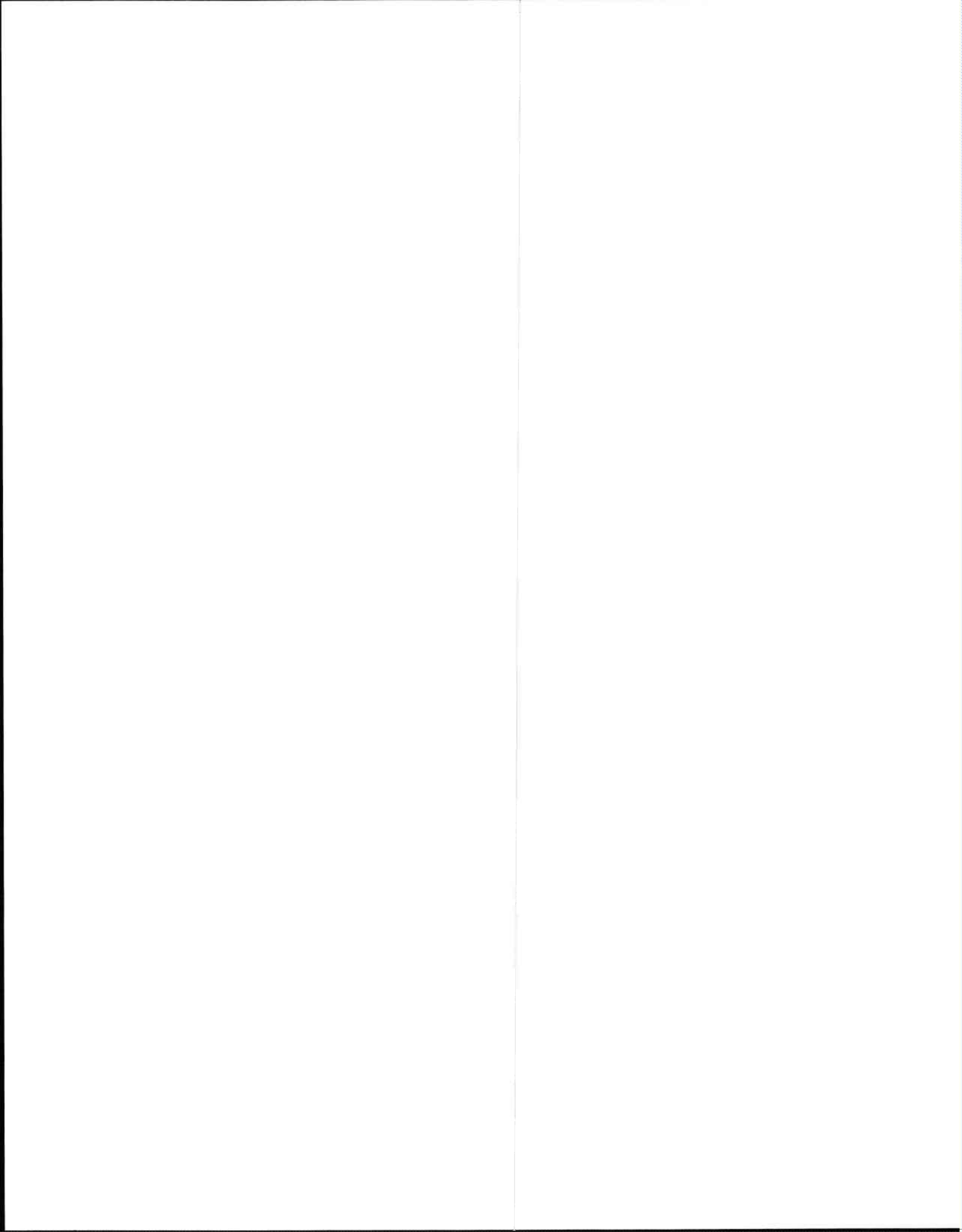
Services	Unit of Measure	Unit Cost	Notes
Solvent Tank Rental & Service	30 gallon		
Field Sample Testing (When Required)	Test		
Analytical Sample Testing (When Required)	Test		
Truck Wash Out – Contaminated Load	Load		

B.11. NON-STANDARD SERVICES (EMERGENCY RESPONSE AND OTHER SERVICES)**B.11.1 LABOR (EMERGENCY RESPONSE AND OTHER SERVICES)**

Position	ER Hourly Rate	ER Overtime Hourly Rate	Notes
Industrial Hygienist	\$70.00	\$91.00	
Response Foreman	\$95.00	\$123.50	
Project Manager	\$72.00	\$93.60	
Project Supervisor	\$72.00	\$93.60	
Field Chemist	\$45.00	\$58.50	
Project Administrator	\$50.00	\$65.00	
Field Technician	\$60.00	\$78.00	
Laborers	\$60.00	\$78.00	
Logistics Coordinator	\$60.00	\$78.00	
Emergency Response Technicians	\$95.00	\$123.50	
Safety Supervisor	\$150.00	\$225.00	
Project Consultant	\$72.00	\$93.60	
Equipment Operator	\$70.00	\$91.00	
Other: _____			

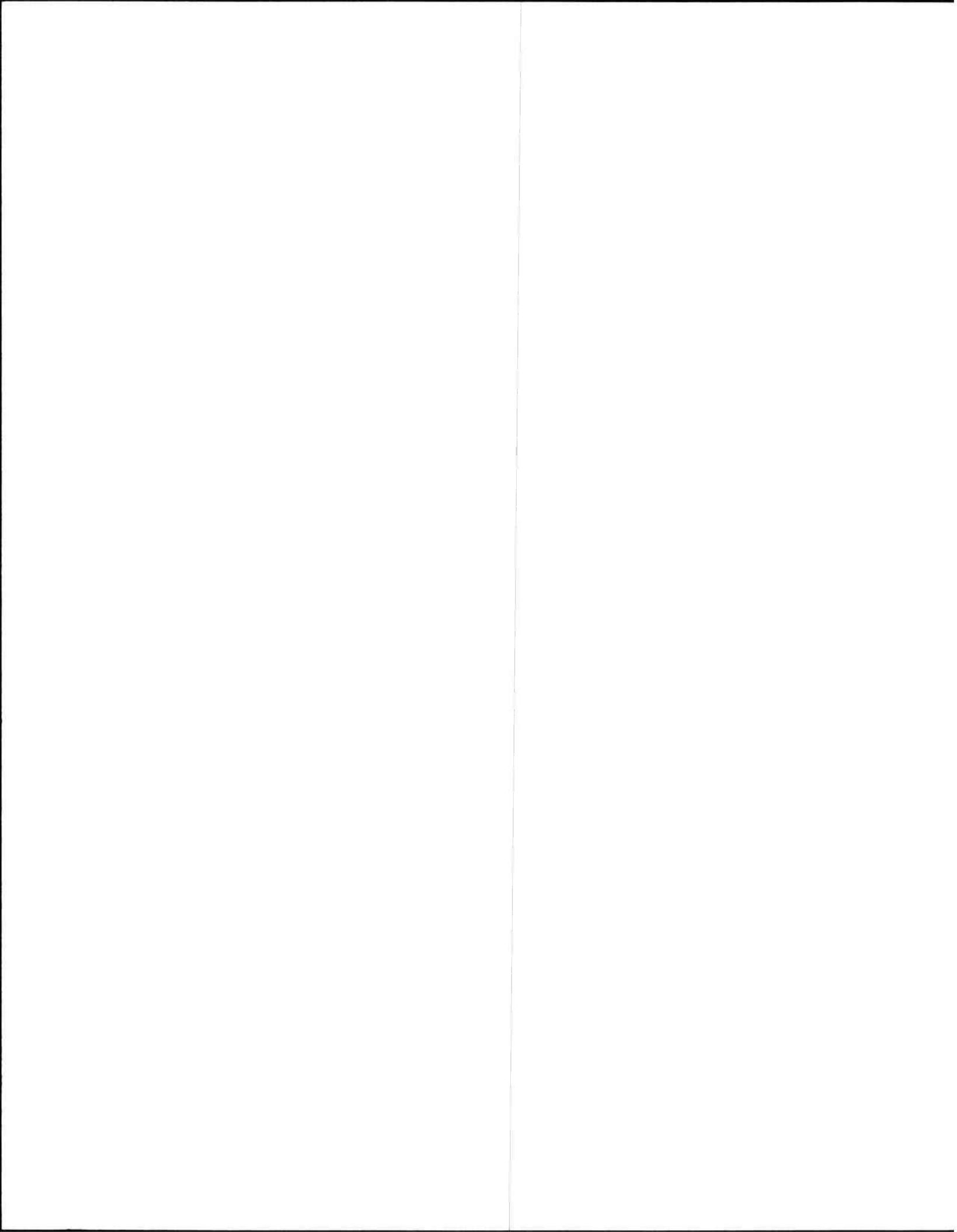
B.11.2 EQUIPMENT (EMERGENCY RESPONSE AND NON-STANDARD)

Equipment	Hourly Rate	ER Minimum Hours	Notes
Emergency Response Truck	\$70.00	4	unoperated rate, 4 hour min charge



Equipment	Hourly Rate	ER Minimum Hours	Notes
27' Van	\$85.00	4	unoperated rate, 4 hour min charge
48' Van	\$85.00	4	unoperated rate, 4 hour min charge
Crew Truck	\$25.00	4	unoperated rate, 4 hour min charge
Flatbed Truck – Small	\$35.00	4	unoperated rate, 4 hour min charge
Flatbed Truck – Large	\$85.00	4	unoperated rate, 4 hour min charge
Roll-off Truck w/ Operator	\$75.00	4	unoperated rate, 4 hour min charge
Tandem Roll-off Truck w/ Operator	\$75.00	4	unoperated rate, 4 hour min charge
End-Dump w/Operator	\$105.00	4	unoperated rate, 4 hour min charge
Box Van / Bobtail	\$75.00	4	unoperated rate, 4 hour min charge
Vacuum Truck – 70 bbl w/ Operator	\$75.00	4	unoperated rate, 4 hour min charge
Vacuum Truck – 100+bbl w/ Operator	\$75.00	4	unoperated rate, 4 hour min charge
Stainless Steel Vacuum Truck w/ Operator	\$150.00	4	4 hour min charge
Compactor / Bailer			
Forklift	\$366.00	8	(8 hour minimum applies), 2000 lb cap
Pressure Washer / Steam Cleaner	\$104.00	8	(8 hour minimum applies), 2500 psi
Other: _____	\$57.00	1 day	rate is per day
Daily Bin Rental	\$20.00	1 day	rate is per day
High Volume Fans	\$76.00	1 day	rate per day, electric blower
Portable Generators	\$138.00	1 day	rate per day, 5000 Watt
Portable Lights	\$92.00	1 day	rate per day, light stand

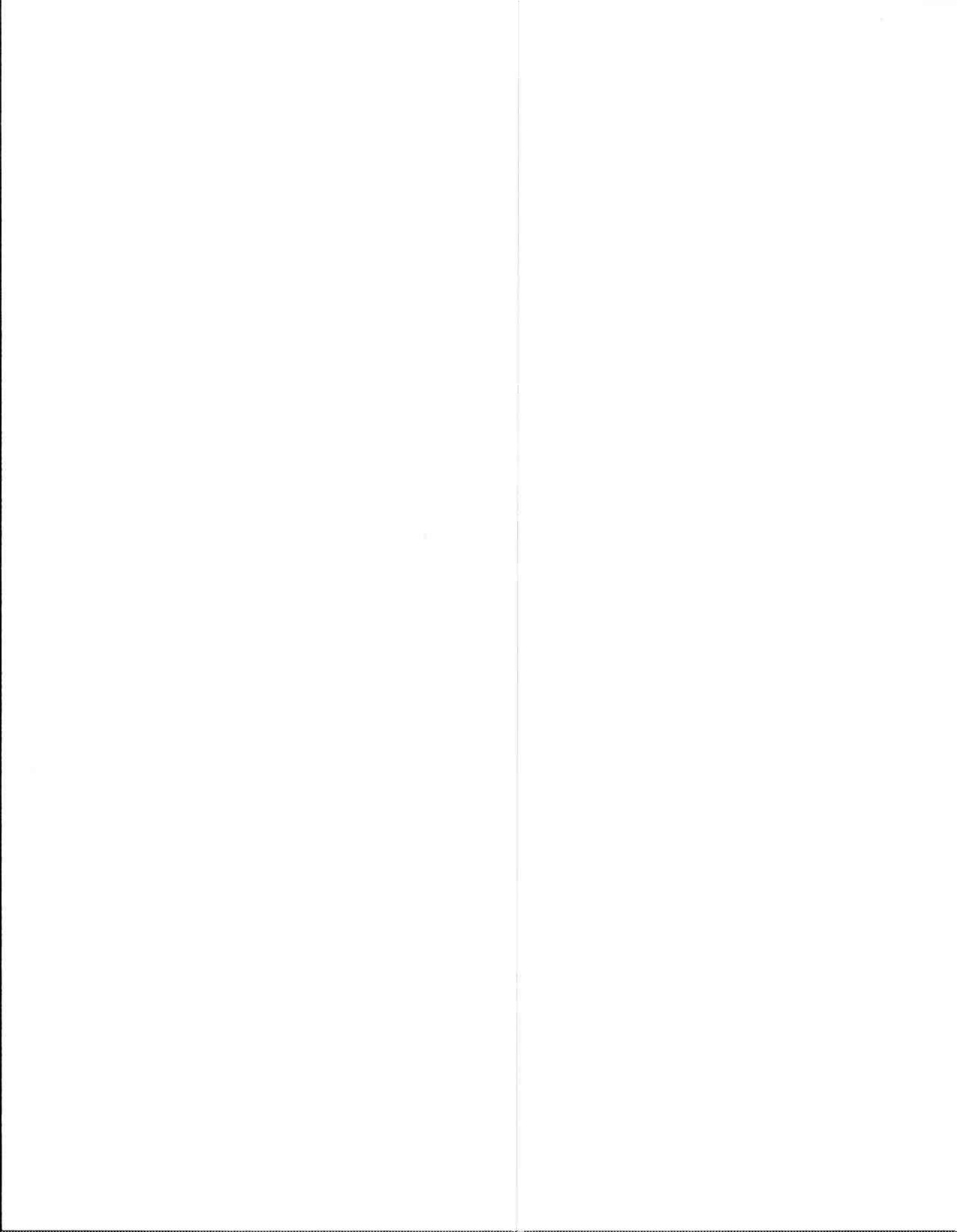
B.11.3 MATERIAL AND SUPPLIES (EMERGENCY RESPONES AND NON-STANDARD)



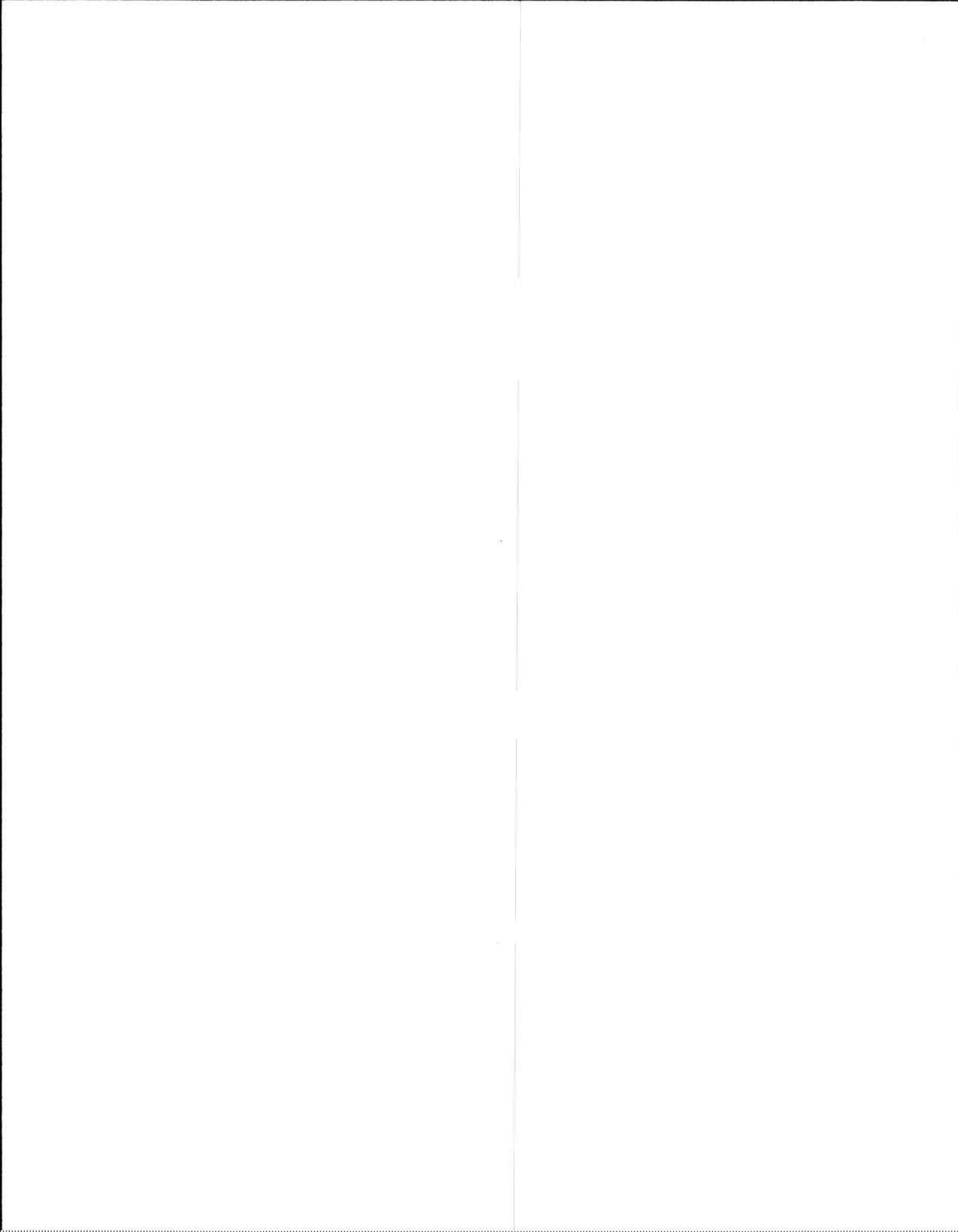
Personal Protective Equipment	Hourly Rate Per Person	Other conditions
Level A	\$500.00	rate is each suite/changeout
Level B	\$250.00	rate is each suite/changeout
Level C	\$45.00	rate is each suite/changeout
Level D	\$25.00	rate is each suite/changeout
Self-Contained Breathing Apparatus	\$150.00	Day
Full Face Respirator with Cartridges	\$25.00	each
Half Face Respirator with Cartridges	\$25.00	each
Tyvek Suit	\$20.00	each
Level A Suit	\$500.00	each
Level B Suit	\$250.00	each
Gloves (inner) pair	\$3.00	each pair
Chemical Resistant Gloves, pair	\$10.00	each pair
Boot Covers	\$10.00	each pair

Monitoring Equipment	Hourly Rate	Cost per Tube/Each	Notes
Specific Contaminants (Draeger Pump)	\$20.00	test	
Volatile Organics	\$150.00	Day	VOC Meter
Flammable Vapors/O2 (4-gas/LEL)	\$150.00	Day	
Mercury Vapor Analyzer	\$250.00	Day	
pH Paper	\$15.00	Each 1/14th of roll	
Oxidizer Paper	\$15.00	Each Strip	
Radiation Detector	\$150.00	Day	
Field Chemical Identification Kit Testing	\$75.00	test	
Other (not specified) _____			

Item	Pricing by Container Material Type / Each						Notes
	Metal		Poly		Fiber	Other	
	New	Recon ¹	New	Recon		(specify)	
5-gallon drum – open top	\$17.65	N/A	\$15.00	N/A	N/A	N/A	
5-gallon drum – open top	\$17.65	N/A	\$15.00	N/A	N/A	N/A	duplicate
5-gallon drum – closed top	\$17.65	N/A	\$20.96	N/A	N/A	N/A	
5-gallon drum – screw top		N/A	\$15.00	N/A	N/A	N/A	



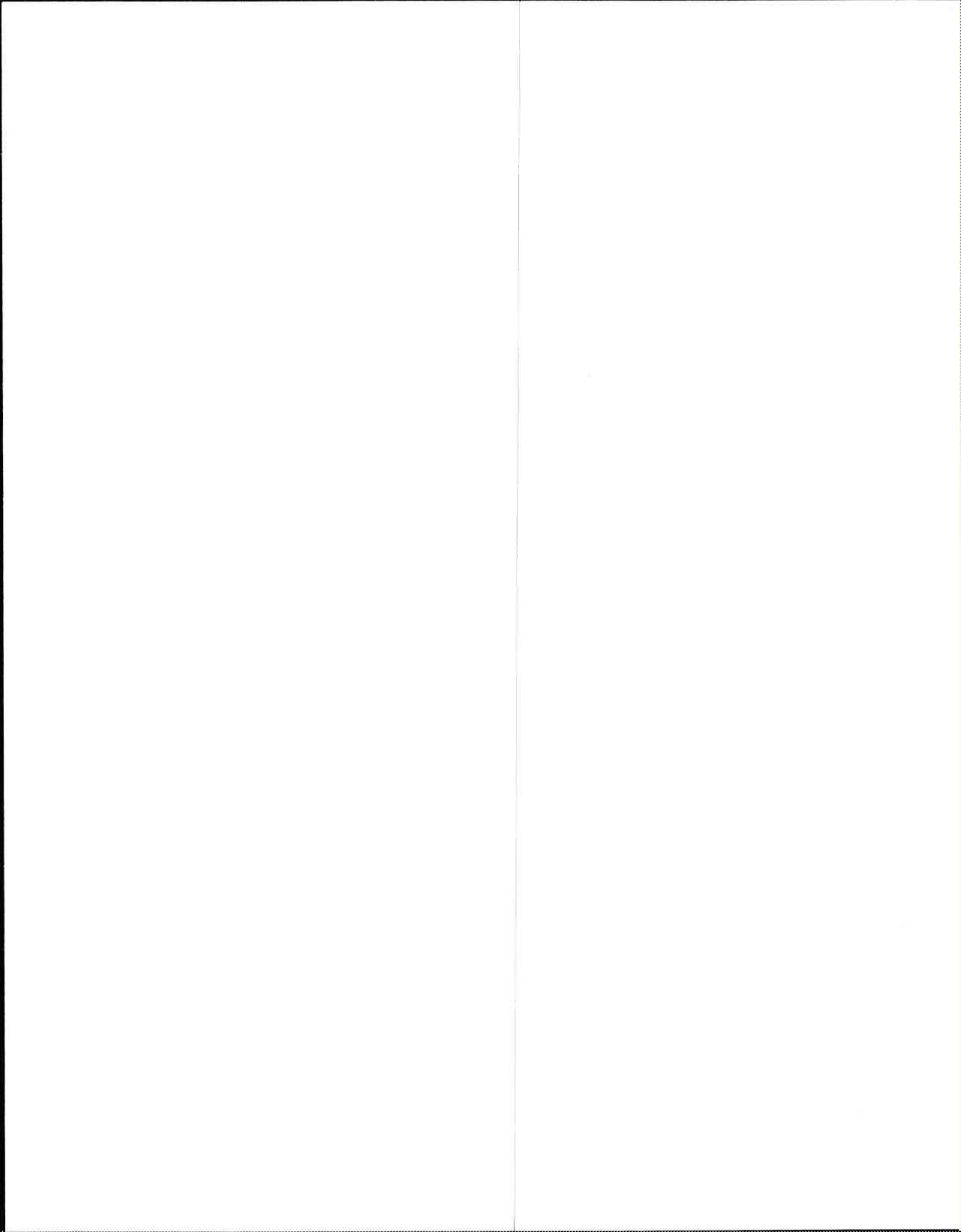
Item	Pricing by Container Material Type / Each						Notes
	Metal		Poly		Fiber	Other	
	New	Recon ¹	New	Recon		(specify)	
16 gallon drum – open top ²	\$70.57	N/A	\$35.00	N/A	N/A	N/A	
16 gallon drum – closed top ²	\$69.35	N/A	\$38.00	N/A	N/A	N/A	
30 gallon drum open top	\$77.19	N/A	N/A	\$41.00	N/A	N/A	
30 gallon drum – closed top	\$87.11	N/A	N/A	\$41.00	N/A	N/A	
55 gallon drum – open top	N/A	\$55.12	N/A	\$47.00	N/A	N/A	
55 gallon drum – closed top	N/A	\$50.00	N/A	N/A	N/A	N/A	
85 gallon drum overpack	\$153.27	N/A	N/A	N/A	N/A	N/A	
Cubic Yard Box – DOT	N/A	N/A	N/A	N/A	\$71.00	N/A	
Cubic Yard Box – Non-DOT	N/A	N/A	N/A	N/A	\$48.00	N/A	
Fiber Board box (55 gallon)	N/A	N/A	N/A	N/A	\$20.00	N/A	55 copak box
85 95-gallon Over pack drum	N/A	N/A	\$220.00	N/A	N/A	N/A	
Fluorescent light box – 4 foot (small capacity box)	N/A	N/A	N/A	N/A	N/A	N/A	
Fluorescent light box – 4 foot (large capacity box)	N/A	N/A	N/A	N/A	N/A	\$57.34	fiber tube holds ~ 100 bulbs
Fluorescent light box – 8 foot (small capacity box)	N/A	N/A	N/A	N/A	\$43.00	N/A	
Fluorescent light box – 8 foot (large capacity box)	N/A	N/A	N/A	N/A	N/A	N/A	fiber tube holds ~ 100 bulbs
Absorbent Pads	N/A	N/A	N/A	N/A	N/A	\$42.76	101 Grade - 100/bale
Ultrasorb (or equivalent spill cleanup absorbent)	N/A	N/A	N/A	N/A	N/A	\$11.00	Speedi Dry
Other Absorbent:	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Vermiculite	N/A	N/A	N/A	N/A	N/A	\$38.50	per 4cg bag
Pill Box – PG 1 Rated	N/A	N/A	N/A	N/A	N/A	\$35.00	1 qt capacity



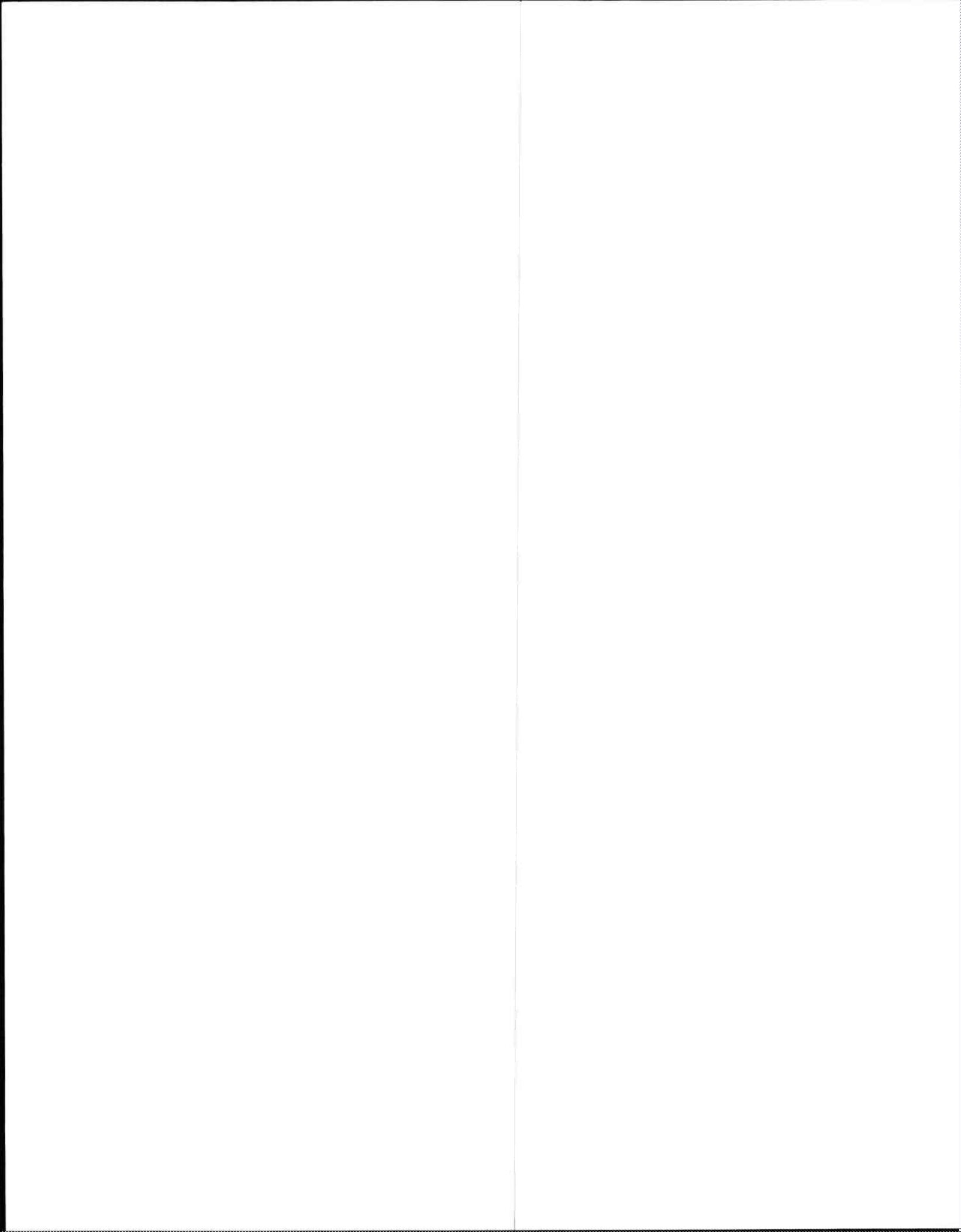
Item	Pricing by Container Material Type / Each					Other (specify)	Notes
	Metal		Poly		Fiber		
	New	Recon ¹	New	Recon			
Visqueen/Poly Sheeting – 6 mil	N/A	N/A	N/A	N/A	N/A	\$143.35	per 20' x 100' roll
20-yard roll-off container	N/A	N/A	N/A	N/A	N/A	\$15.00	per day rental
40-yard roll-off container	N/A	N/A	N/A	N/A	N/A	\$15.00	per day rental
Trash/Debris Bags	N/A	N/A	N/A	N/A	N/A	\$5.00	each
Sample Jars	N/A	N/A	N/A	N/A	N/A	\$5.00	each
Drum Thief	N/A	N/A	N/A	N/A	N/A	\$10.00	each
Industrial Detergent	N/A	N/A	N/A	N/A	N/A	\$35.00	gallon

B.12. REMOVAL/TRANSPORTATION DISPOSAL FACILITY

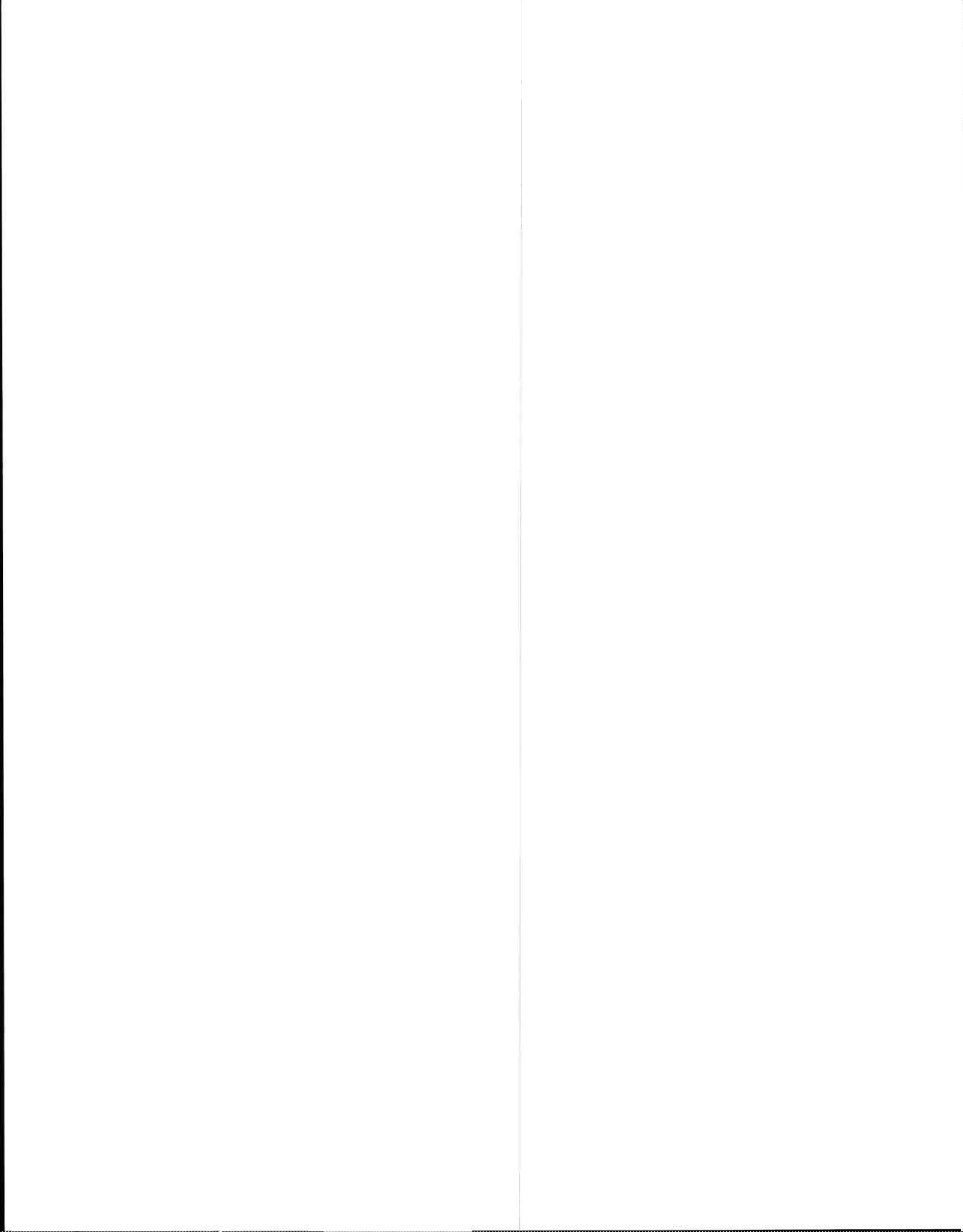
Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Acidic, Liquid/Solid, Inorganic	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Acidic, Liquid/Solid, Organic	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Aerosols	DI	Clean Harbors Wilmington, CA	Clean Harbors El Dorado, AR
Ammunition	N	Clean Harbors Wilmington, CA	Clean Harbors Aragonite, UT
Antifreeze	R	Clean Harbors Wilmington, CA	World Oil, Compton
Asbestos – friable	LF	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt. UT
Asbestos – Non-friable	LF	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt. UT
Basic, Liquid, Solid, Inorganic	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Basic, Liquid, Solid, Organic	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Batteries, Lead Acid – Intact (Automotive)	R	Clean Harbors Wilmington, CA	Battery Solutions, AZ or Kinsbursky, Anaheim, CA.



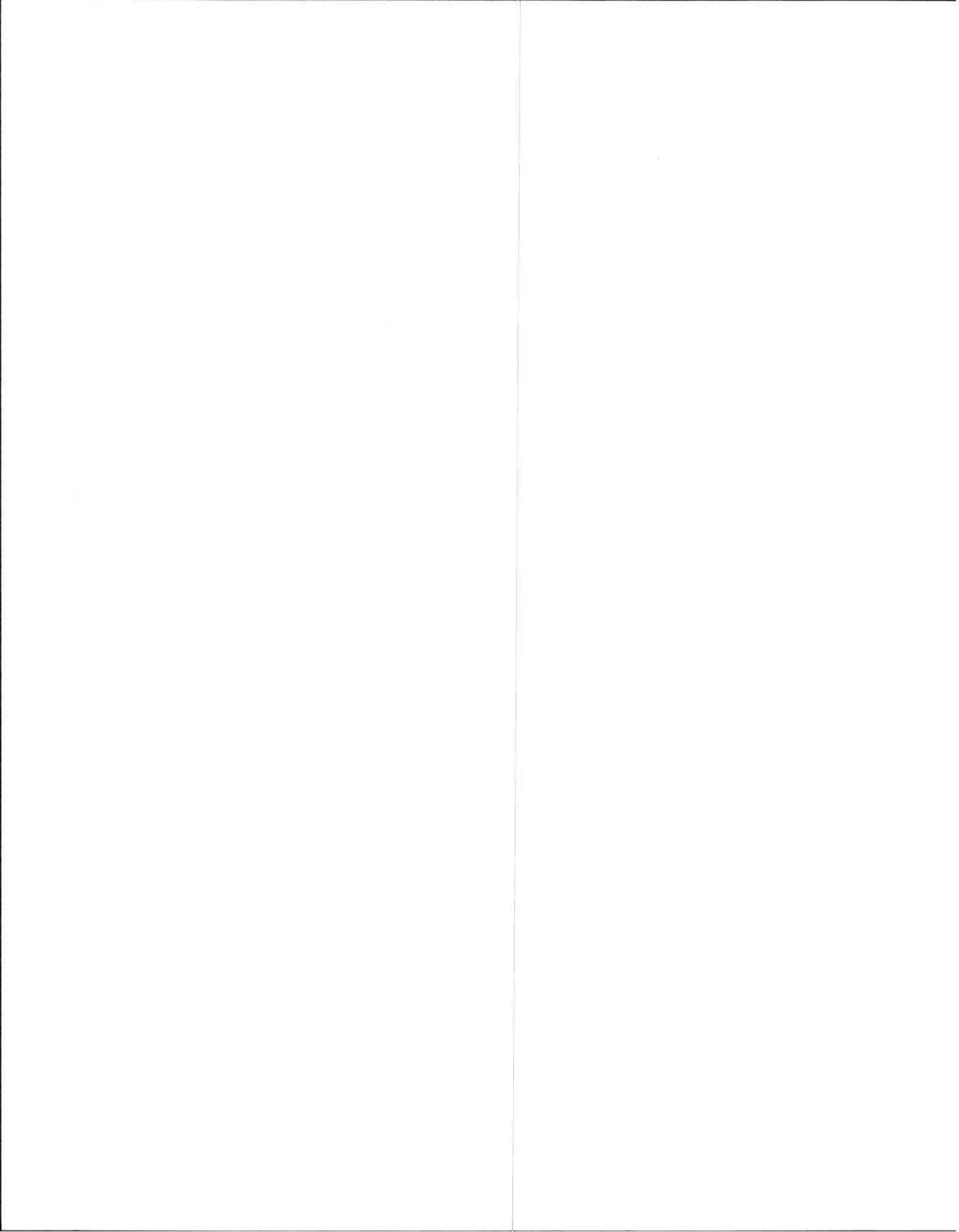
Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Damaged Lead Acid Batteries (Automotive)	R	Clean Harbors Wilmington, CA	Battery Solutions, AZ or Kinsbursky, Anaheim, CA.
Batteries, Lead Acid (sealed)	R	Clean Harbors Wilmington, CA	Battery Solutions, AZ or Kinsbursky, Anaheim, CA.
Batteries - Rechargeable	R	Clean Harbors Wilmington, CA	Battery Solutions, AZ
Batteries – Alkaline	R	Clean Harbors Wilmington, CA	Battery Solutions, AZ
Batteries - Lithium	R	Clean Harbors Wilmington, CA	Battery Solutions, AZ
Batteries – mixed (rechargeable & alkaline)	R	Clean Harbors Wilmington, CA	Battery Solutions, AZ
Broken CRT Glass	LF	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt. UT
Butane Lighters	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Butane Lighters	FI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Compressed Gas Cylinders: MAPP /gas	FI	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Compressed Gas Cylinders: CFCs	R	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Contaminated Oil		Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Neutral Oxidizer	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Cyanide, Liquid/Solid	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Dry Absorbent & Used Rags (mixed)		Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt. UT
Dry Sweep & Used Rags (mixed)		Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt. UT
Empty Drum, Non-RCRA (greater than 5 gallon in size)	R	Clean Harbors Wilmington, CA	Various Recyclers
Explosive Devices & Chemicals	N	Clean Harbors Wilmington, CA	Clean Harbors Aragonite, UT or Colfax, LO
Flammable Liquid	DI or FI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Flammable Liquid, Toxic	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT



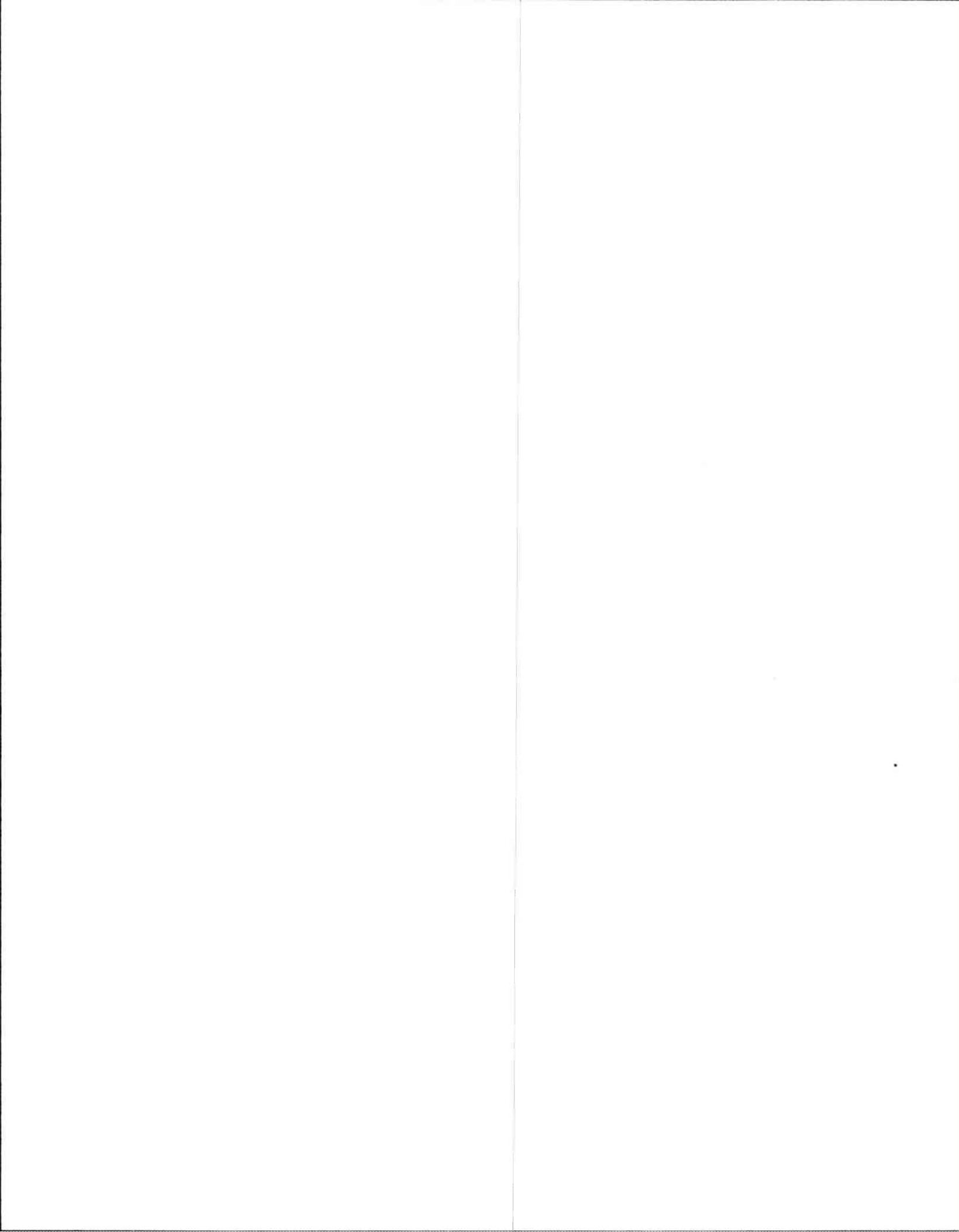
Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Flammable Solid	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Fluorescent Bulbs - CFL	R	Clean Harbors Wilmington, CA	Lighting Resources, Ontario, CA
Fluorescent (Bulbs & U-Shape)	R	Clean Harbors Wilmington, CA	Lighting Resources, Ontario, CA
Fluorescent Tubes (Linear foot)	R	Clean Harbors Wilmington, CA	Lighting Resources, Ontario, CA
Fluorescent Lights (Crushed/Broken)	R	Clean Harbors Wilmington, CA	Lighting Resources, Ontario, CA
Fluorescent Bulbs (HID)	R	Clean Harbors Wilmington, CA	Lighting Resources, Ontario, CA
Fluorescent – Mercury Vapor	R	Clean Harbors Wilmington, CA	Lighting Resources, Ontario, CA
Fluorescent - Neon	R	Clean Harbors Wilmington, CA	Lighting Resources, Ontario, CA
Fluorescent - Sodium	R	Clean Harbors Wilmington, CA	Lighting Resources, Ontario, CA
Freon (aerosol can size)	R DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Fuel Filters	R	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Fusee (Road Flares)	DI	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt., UT
Ink Cartridges	R LF	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt, UT
Latex Paint	R	Clean Harbors Wilmington, CA	Amazon Environmental, Riverside, CA
Latex Paint	DI or FI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Latex Paint (PCB Contaminated)	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Lead Paint Waste	DI LF	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt, UT
Mercury Compounds	DI N	Clean Harbors Wilmington, CA	Veolia, Phoenix, AZ or Bethlehem Apparatus, PA
Mercury, Elemental	R S	Clean Harbors Wilmington, CA	Veolia, Phoenix, AZ or Bethlehem Apparatus, PA
Mercury Switches	R	Clean Harbors Wilmington, CA	Veolia, Phoenix, AZ or Bethlehem Apparatus, PA



Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Mercury Containing Devices (specify any exclusions)	R	Clean Harbors Wilmington, CA	Veolia, Phoenix, AZ or Bethlehem Apparatus, PA
Nitric Acid	N DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Non PCB Ballasts/Transformers	R	Clean Harbors Wilmington, CA	Veolia, Phoenix, AZ or Bethlehem Apparatus, PA
Non RCRA Liquids/Solids	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Non RCRA Liquids/Solids	LF	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt, UT
Non-RCRA Semi-Solids	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Non-RCRA Semi-Solids	LF	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt, UT
Non-RCRA Oily Liquids/Solids	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
	LF	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt, UT
Oil Soaked Mats, Booms and Debris	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
	LF	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt UT
Oil Filters (uncrushed)	R	Clean Harbors Wilmington, CA	ThermoFluids, Phoenix, AZ
Oil Filters (crushed)	R	Clean Harbors Wilmington, CA	ThermoFluids, Phoenix, AZ
Oil Base Paint	FI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Oil Base Paint	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Organic Peroxide, Type D, Liquid/Solid	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Oxidizing Liquid/Solid, Acidic	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Oxidizing Liquid/Solid, Basic	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Oxidizing Liquid/Solid, Neutral	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT



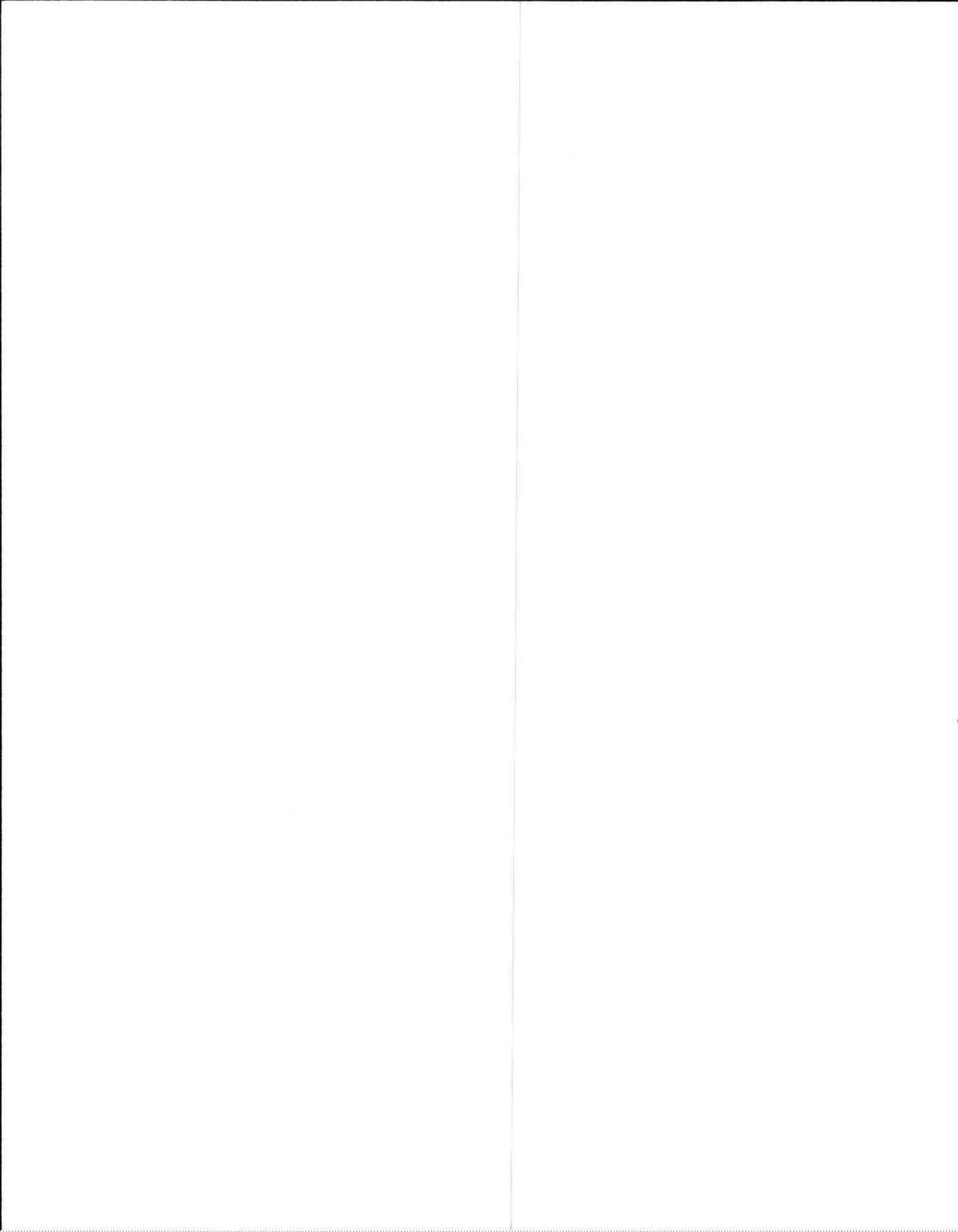
Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Paint Related Material	FI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Paint Related Material	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
PCB Ballast/Transformers	R	Clean Harbors Wilmington, CA	Veolia, Phoenix, AZ
PCB Ballast/Transformers	LF	Clean Harbors Wilmington, CA	Clean Harbors Grassy Mnt, UT
Photo Fix / Developer Mix		Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Propane & Butane Cylinders (BBQ Style)	R	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Propane & Butane Cylinders (small Coleman style)	R	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Radioactive (low grade)	N	Clean Harbors Wilmington, CA	Philotechnics, TN
Self-Heating Substances	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Sharps (Home Generated)	DI	Clean Harbors Wilmington, CA	Clean Harbors Aragonite, UT
Treated Wood Waste	L	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA
Toxic Liquid, Flammable	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Toxic/Liquid Solid	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Used Motor Oil	R	Clean Harbors Wilmington, CA	Safety-Kleen Fallon, NV
Used Oil (Pump out services)	R	Clean Harbors Wilmington, CA	Safety-Kleen Fallon, NV
Used Motor Oil Contaminated with Chlorinated Substances	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
	FI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Used Motor Oil and diesel Mixtures	DI or FI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
	R	Recycle not offered on contaminated oil	
Water Reactive Liquid/Solid	DI	Clean Harbors Wilmington, CA	Clean Harbors Kimball, NE or Aragonite, UT
Radioactive (low level)	N	Philotechnics, TN	Philotechnics, TN



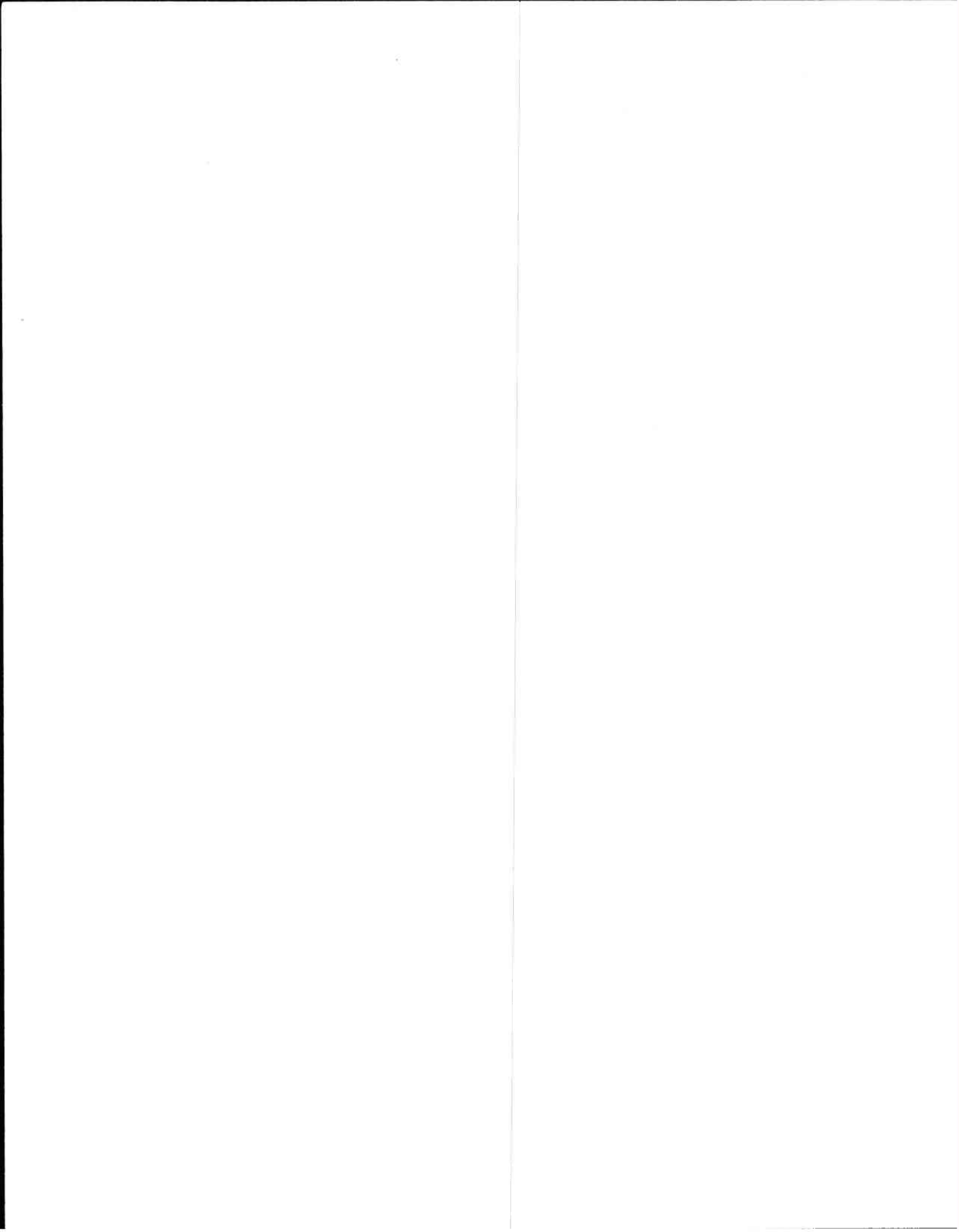
Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Ammunition	DI	N/A	Clean Harbors Aragonite, UT or Colfax, LO
Explosive devices and chemicals	N or DI	N/A	Clean Harbors Aragonite, UT or Colfax, LO
Non-Friable Asbestos	LF	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt, UT
Marine Flares		N/A	Clean Harbors Buttonwillow, CA or Grassy Mnt, UT
Medical Waste	Autoclave	Clean Harbors Wilmington, CA	Safety-Kleen Fallon, NV
Contaminated Soils	LF	Clean Harbors Wilmington, CA	Clean Harbors Buttonwillow, CA or Grassy Mnt, UT
Steam Cleaner Pit Clarifier Sludge (2,000 gallon Tank)	R	N/A	K-Pure Rancho Cucamonga or World Oil, Compton, CA
Cathode Ray Tubes (CRTs)/ CRT Devices	LF R	Clean Harbors Wilmington, CA	E-Recycling of CA or ERI, Fresno
Consumer Electronic Devices	R	Clean Harbors Wilmington, CA	E-Recycling of CA or ERI, Fresno
Devices with LCD screens	R	Clean Harbors Wilmington, CA	E-Recycling of CA or ERI, Fresno
Devices with Plasma Screens	R	Clean Harbors Wilmington, CA	E-Recycling of CA or ERI, Fresno
Refrigerators	R	Clean Harbors Wilmington, CA	E-Recycling of CA or ERI, Fresno
Air Conditioner units	R	Clean Harbors Wilmington, CA	E-Recycling of CA or ERI, Fresno
Microwaves	R	Clean Harbors Wilmington, CA	E-Recycling of CA or ERI, Fresno

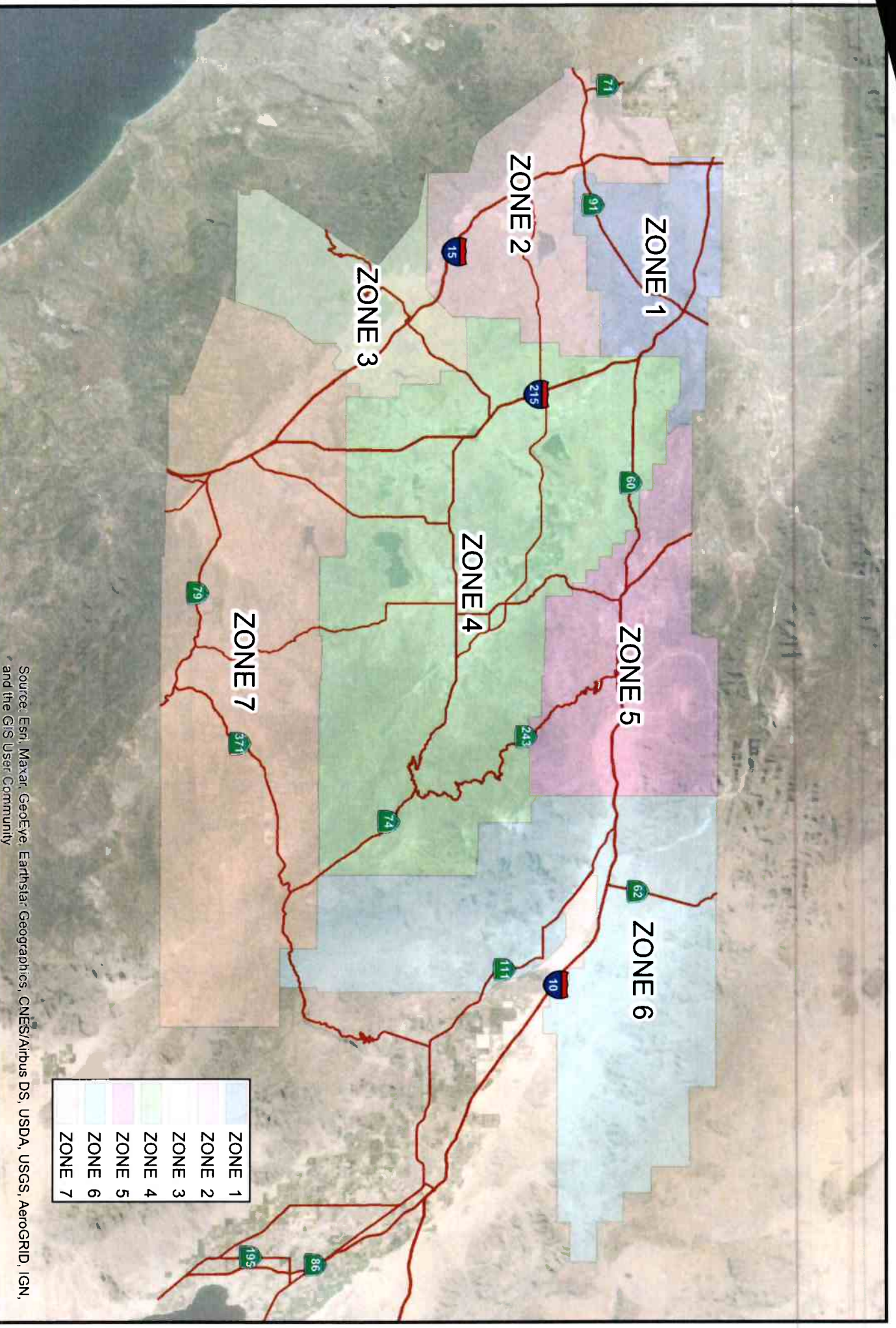
B.12.1 COMPRESSED GAS CYLINDERS REMOVAL/TRANSPORTATION DISPOSAL FACILITY

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Ammonia	N/DI	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Butane	DI	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Carbon Dioxide	N/R	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX



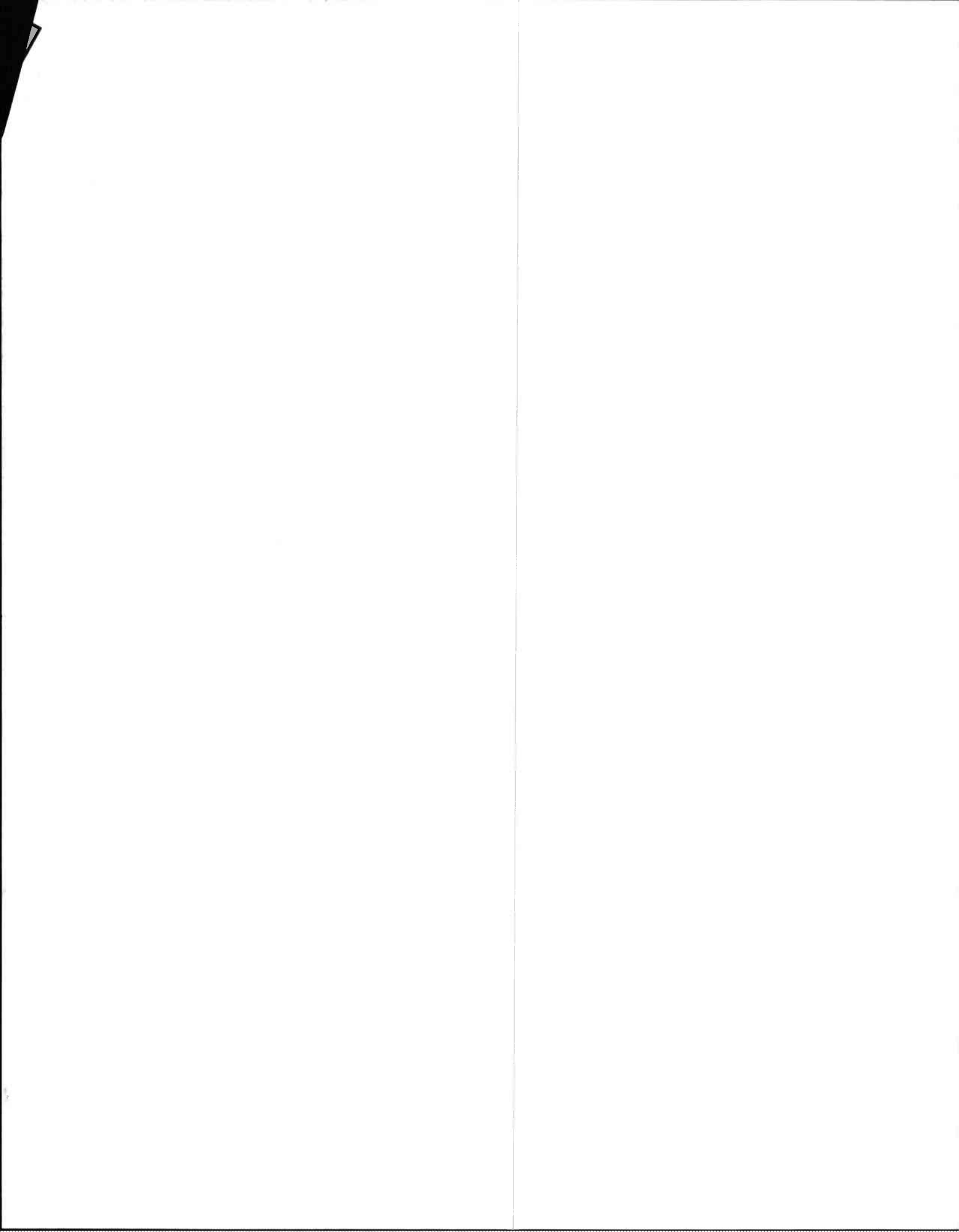
Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Chlorine	N/DI	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Freon	DI	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Dichlorofluoromethane	DI	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Hydrogen	N	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Methane	DI	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Nitrogen	N	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Oxygen	N	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Propylene	DI	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Propane	R	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Unknown Contents	DI or N	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX
Empty Cylinder	R or L	Clean Harbors Wilmington, CA	Clean Harbors La Porte, TX





Source: Esri, Maxar, GeoEye, Earthstar, Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

DISTRICT JURISDICTION ATTACHMENT A



PROFESSIONAL SERVICES AGREEMENT

for

HAZARDOUS WASTE REMOVAL SERVICES

between

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

and

INDUSTRIAL WASTE UTILIZATION, INC.

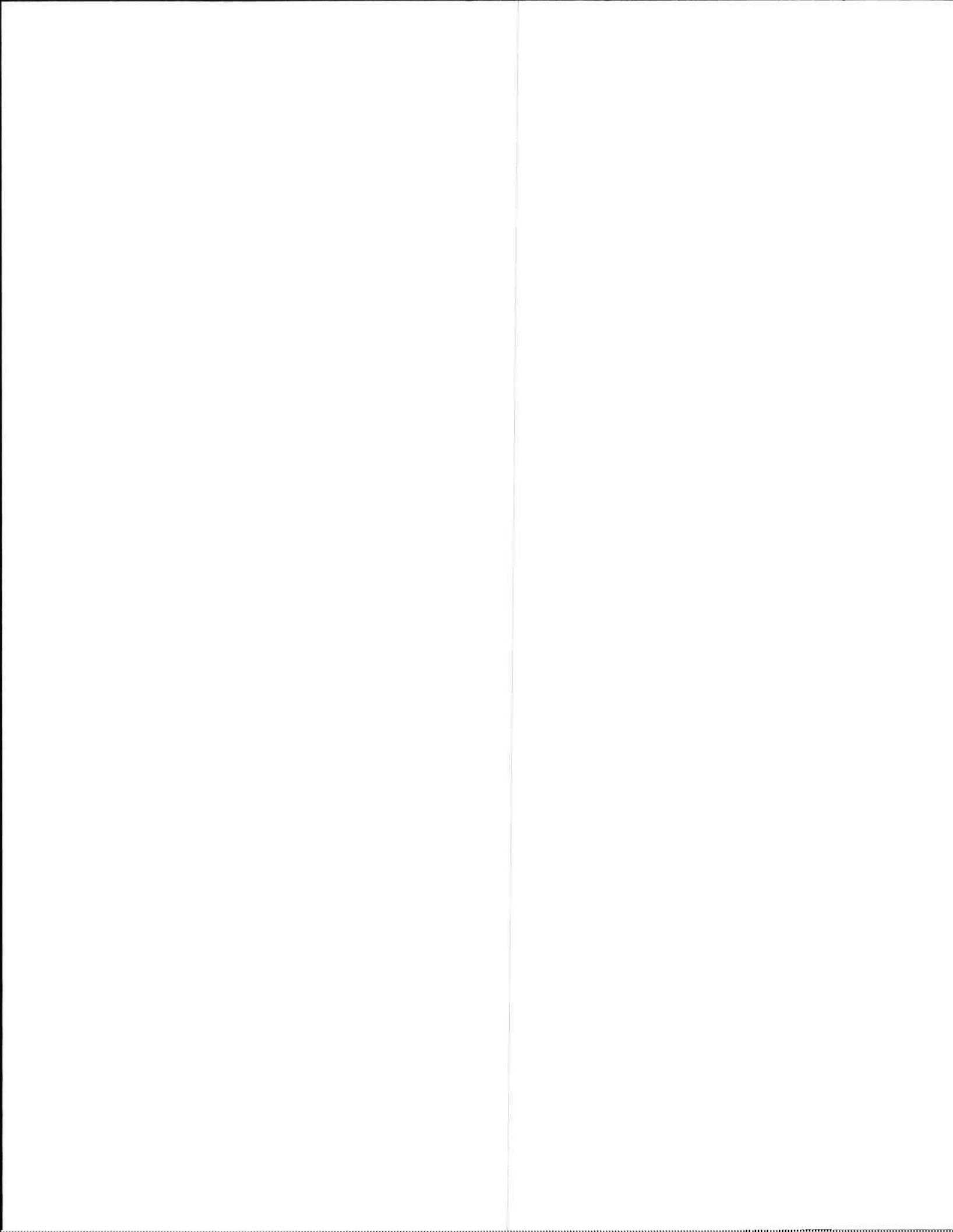
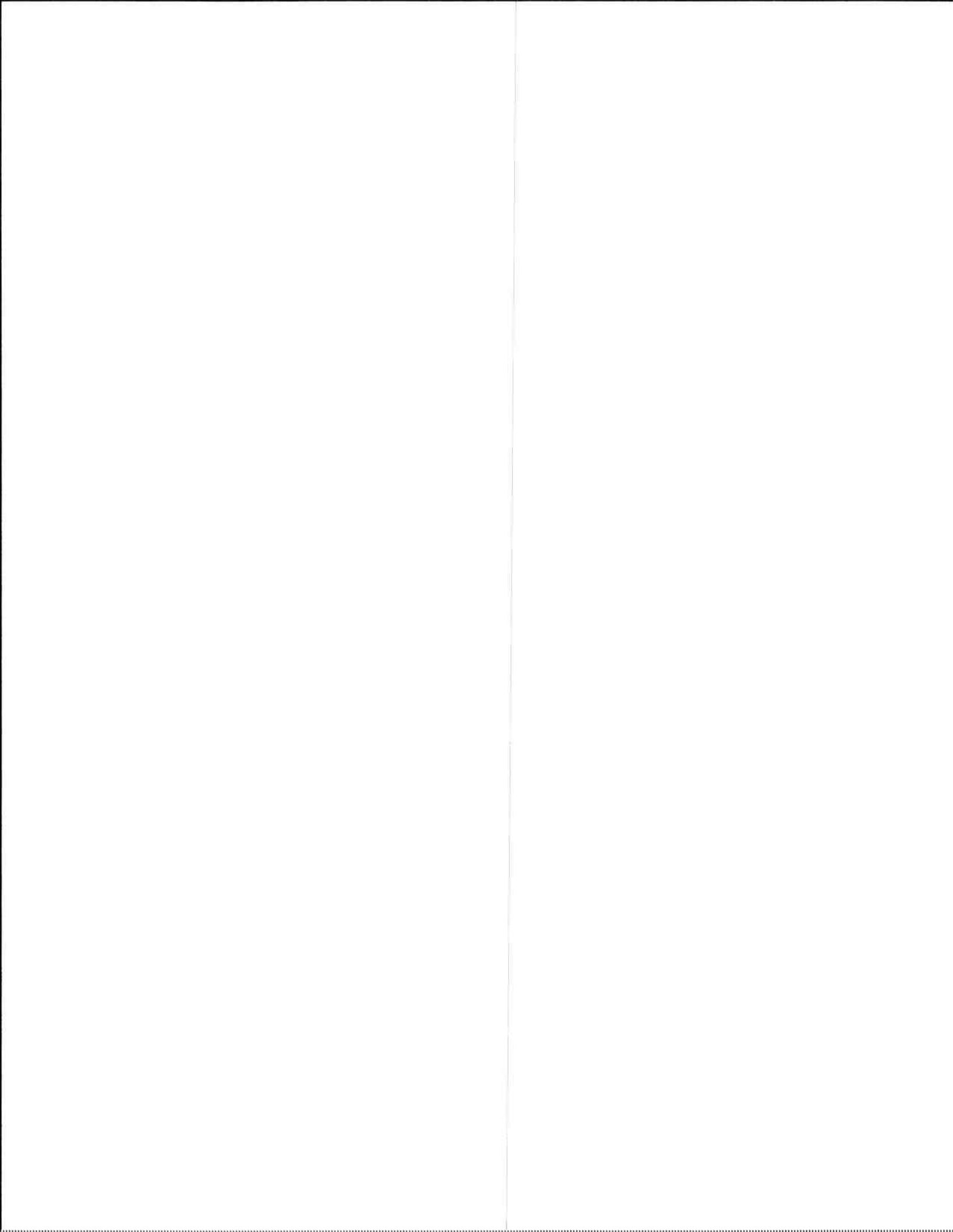


TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	3
3. Compensation	4
4. Alteration or Changes to the Agreement	5
5. Termination.....	6
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor.....	7
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility.....	7
10. Subcontract for Work or Services.....	8
11. Disputes	8
12. Licensing and Permits	9
13. Use by Other Political Entities.....	9
14. Non-Discrimination	9
15. Records and Documents	9
16. Confidentiality	10
17. Administration/Contract Liaison	10
18. Notices	10
19. Force Majeure	11
20. EDD Reporting Requirements	11
21. Hold Harmless/Indemnification.....	11
22. Insurance	12
23. General	16
Exhibit A-Scope of Service.....	20
Exhibit B- Payment Provisions	35



This Agreement, made and entered into this 30th day of August 30, 2022, by and between INDUSTRIAL WASTE UTILIZATION, INC, a California corporation (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (herein referred to as "DISTRICT"). 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, and 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 DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT 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.

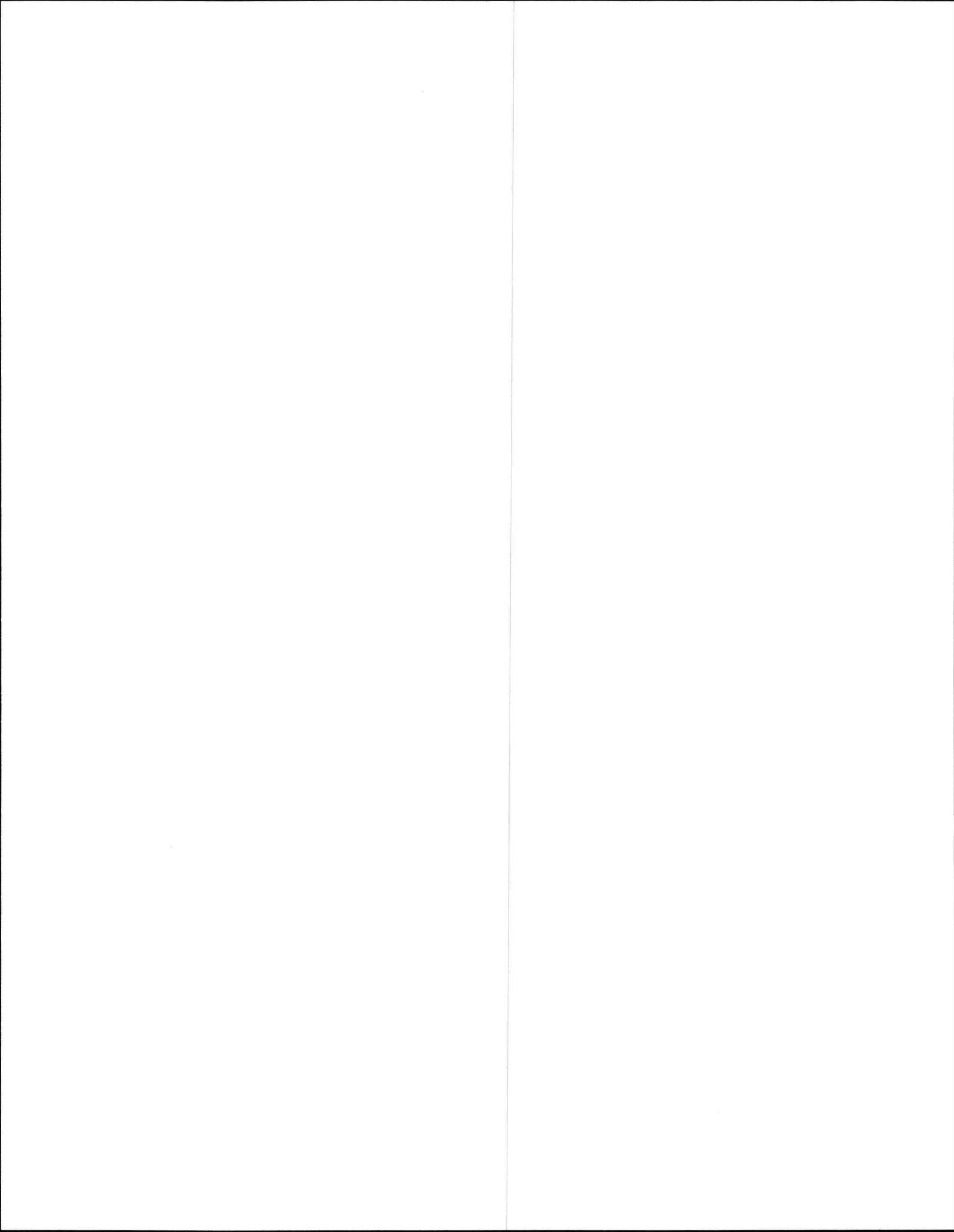
1.4 Acceptance by the DISTRICT of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through July 31, 2025, 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 COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The DISTRICT shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. The DISTRICT 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, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

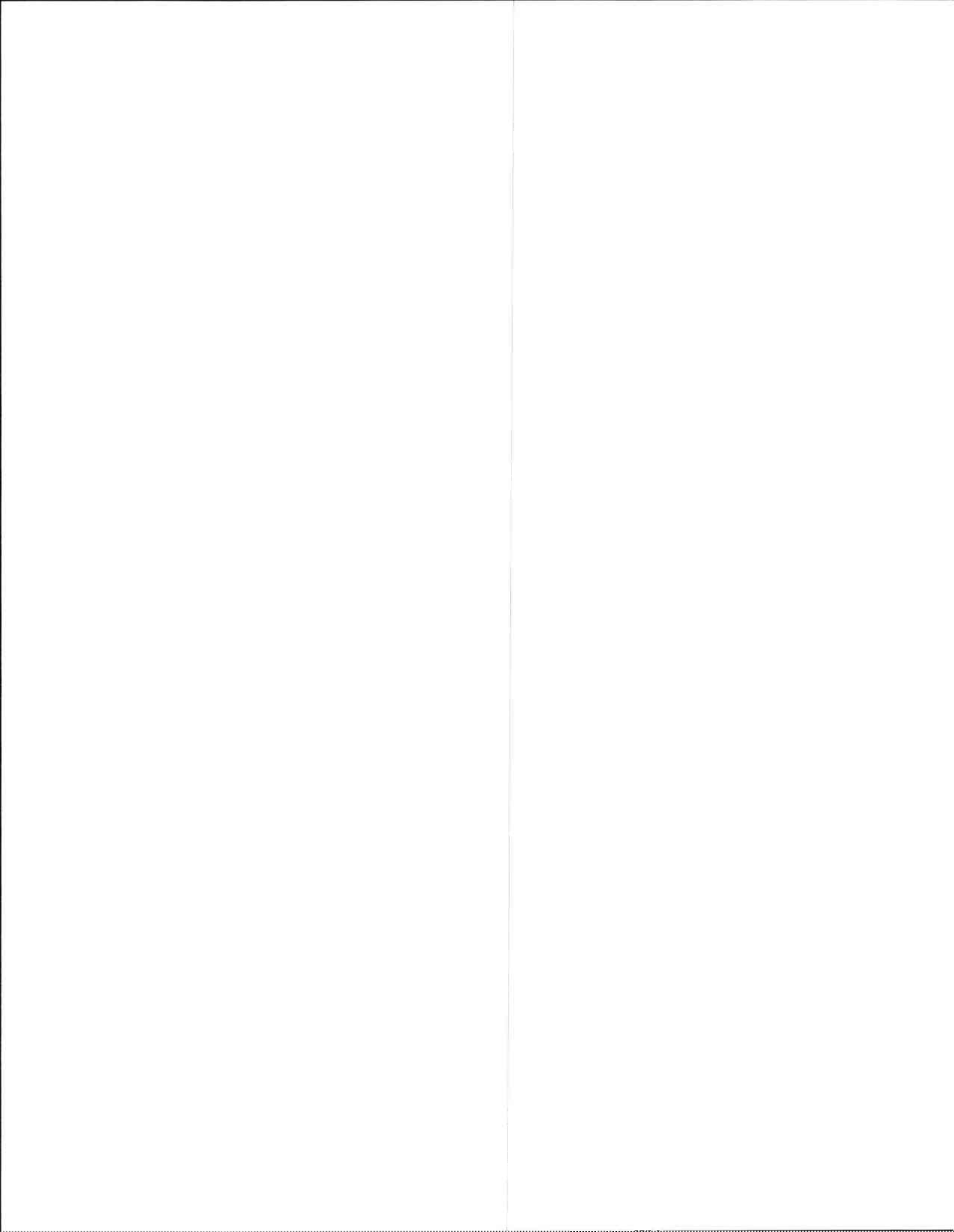


3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT 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 DISTRICT. 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 the Consumer Price Index - All Urban Consumers, All Items - (Series ID# CUURS49CSAO) Riverside San Bernardino - Ontario, CA areas for the twelve (12) month period, January through January, immediately preceding the adjustments and be subject to satisfactory performance review by the DISTRICT 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 DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT 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 DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to the DISTRICT that is requesting services. CONTRACTOR will request the name and address of the requesting COUNTY.

- 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 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 DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT 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 DISTRICT 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, DISTRICT 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 DISTRICT Purchasing Agent and/or his designee is the only authorized DISTRICT 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 DISTRICT 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. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon CONTRACTOR stating the extent and effective date of termination.

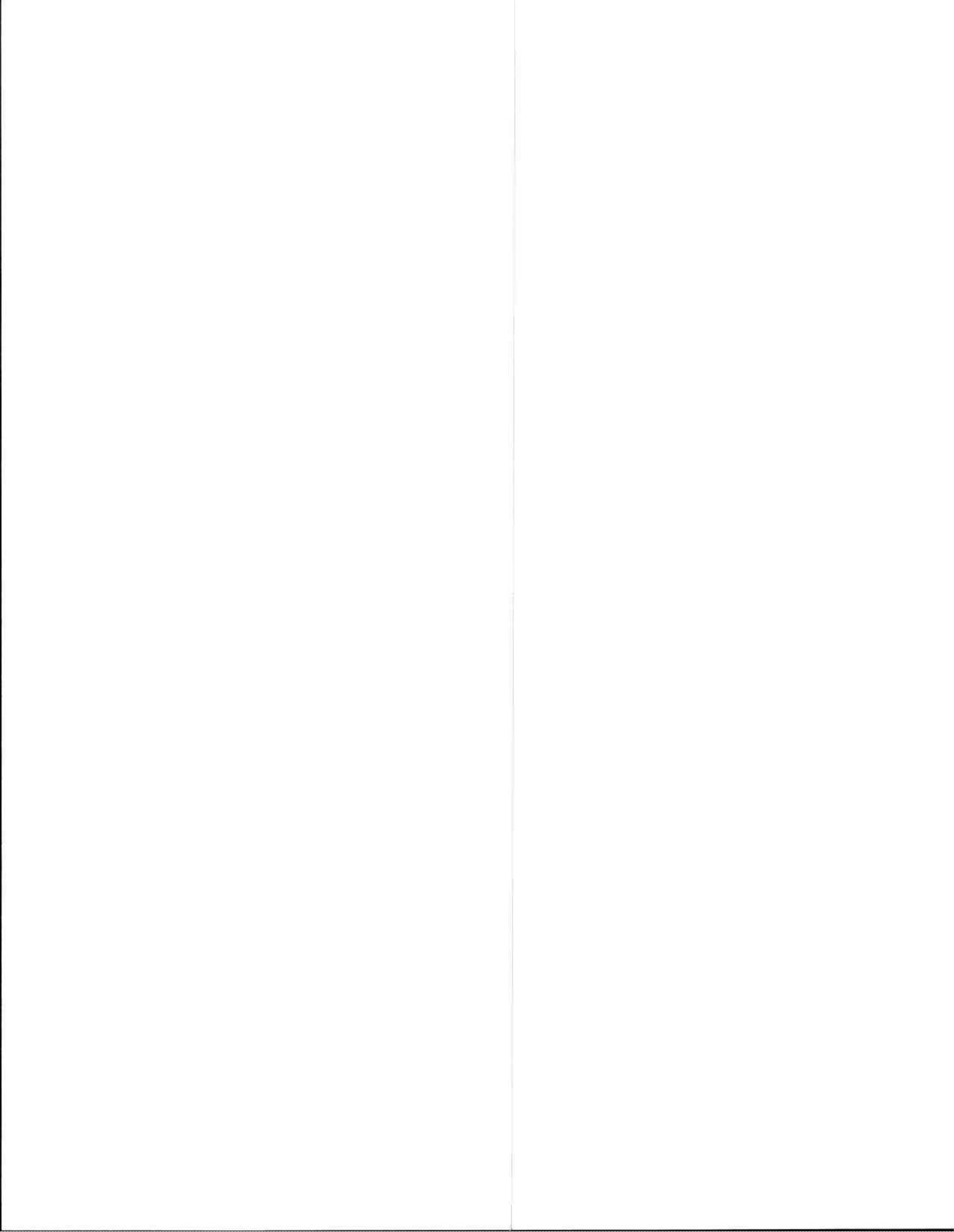
5.2 DISTRICT may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination,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

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 DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

5.4 After termination, DISTRICT 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 DISTRICT 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 DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

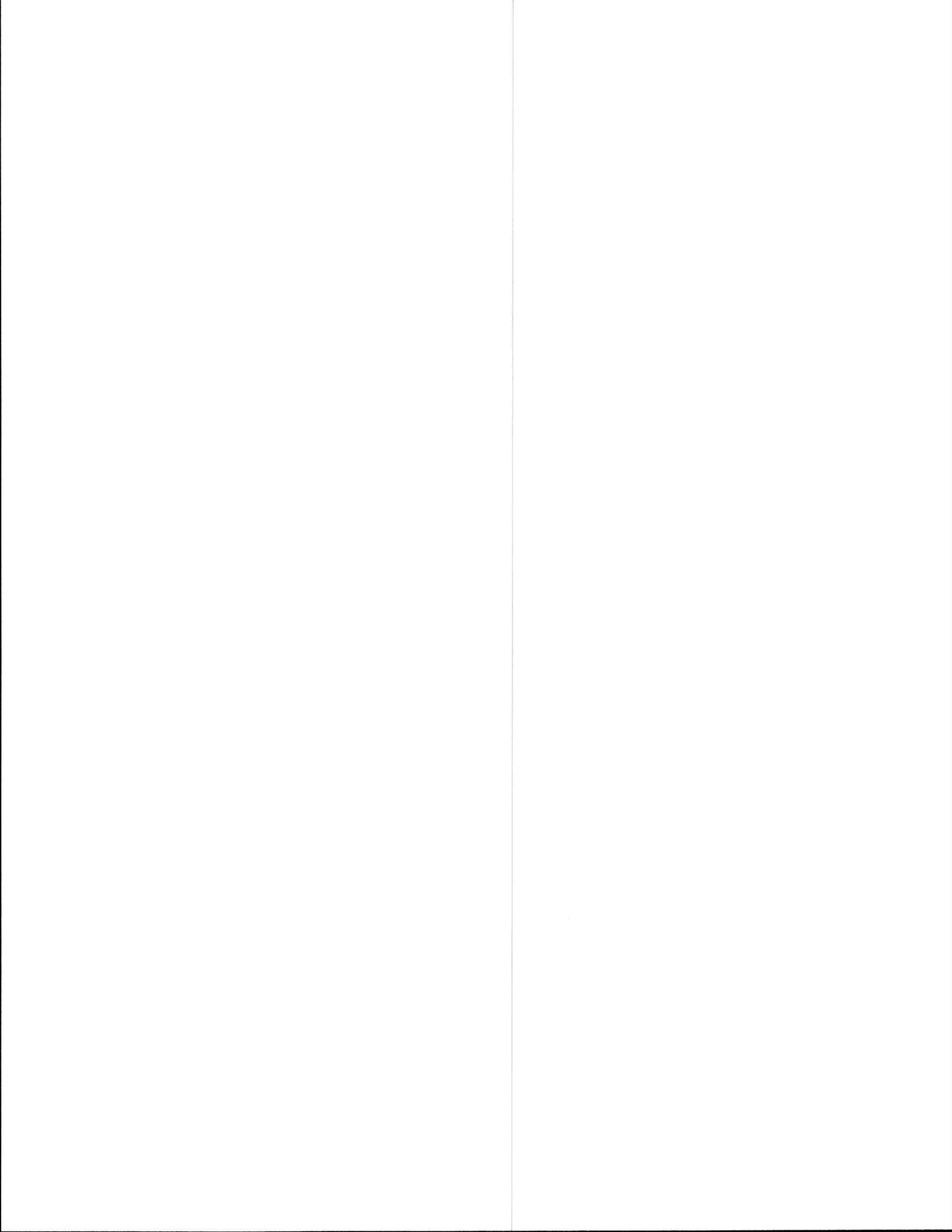
6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose that the DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT 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 DISTRICT.

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 DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT'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 DISTRICT employees.

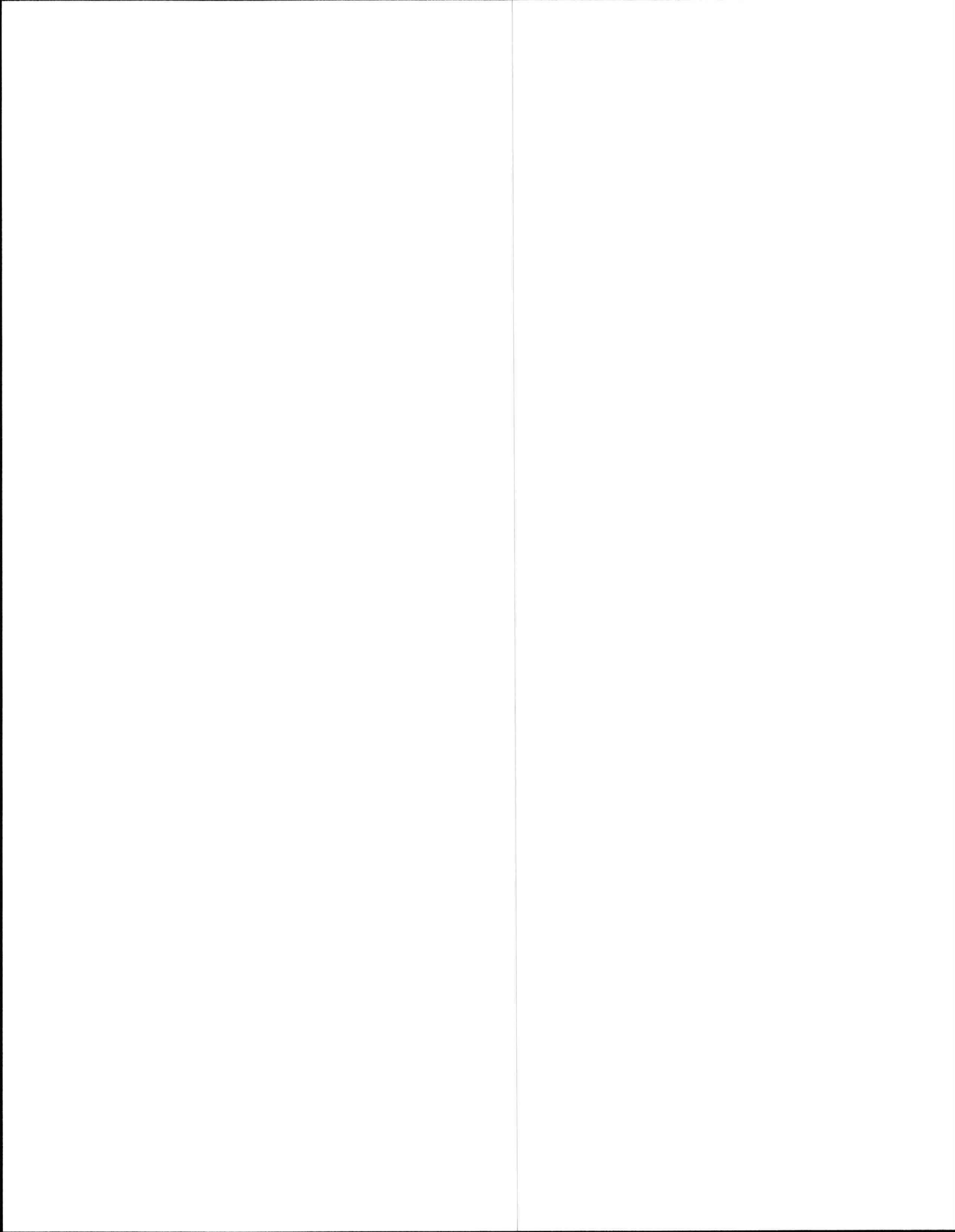
8. Inspection of Service; Quality Control/Assurance

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 DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT 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 DISTRICT 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 DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT 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 DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT 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 DISTRICT 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 DISTRICT. 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 DISTRICT 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 DISTRICT harmless from any and all claims that may be made against DISTRICT 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 DISTRICT 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 DISTRICT; 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.

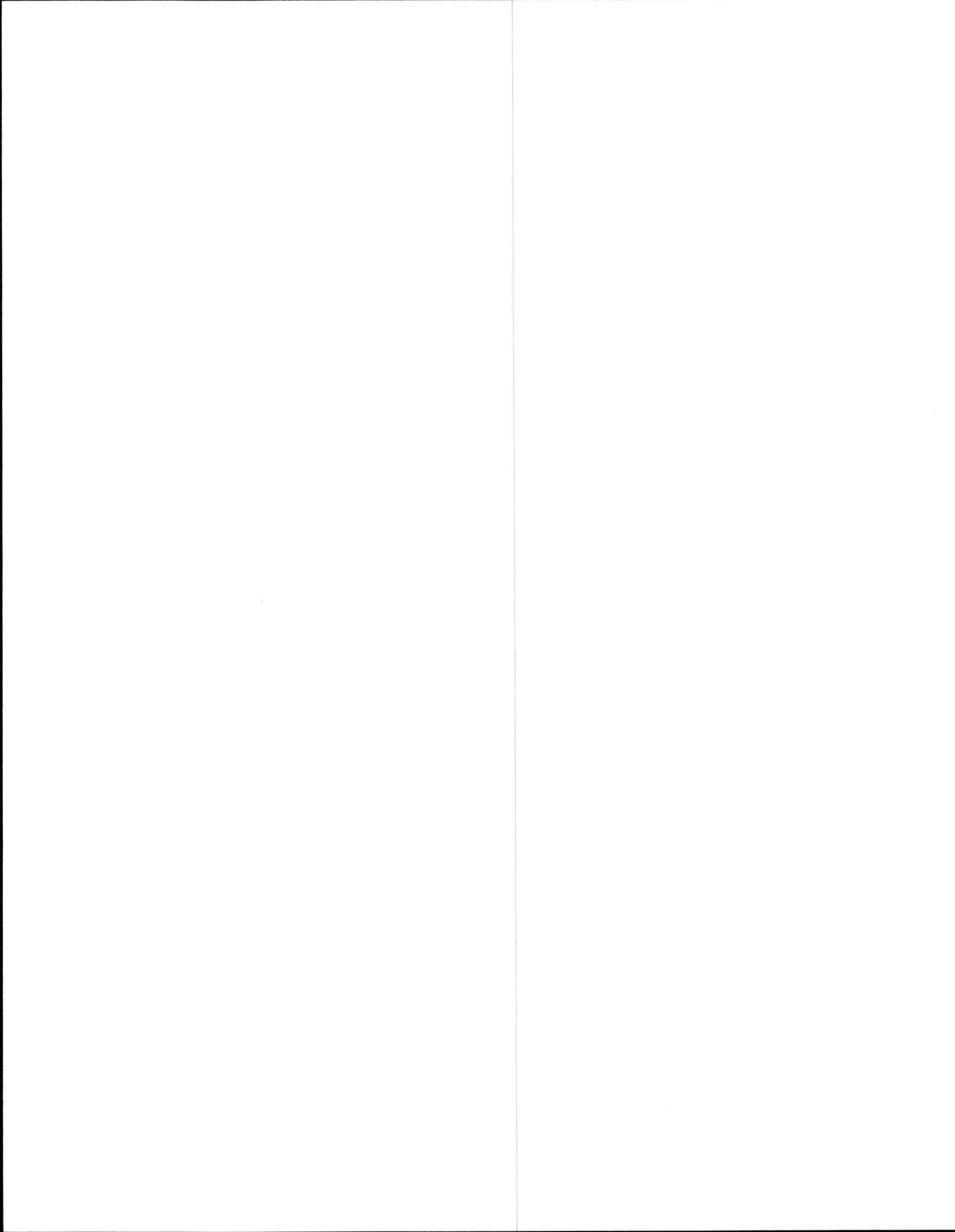
11. Disputes

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 DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT'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 DISTRICT. 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 DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

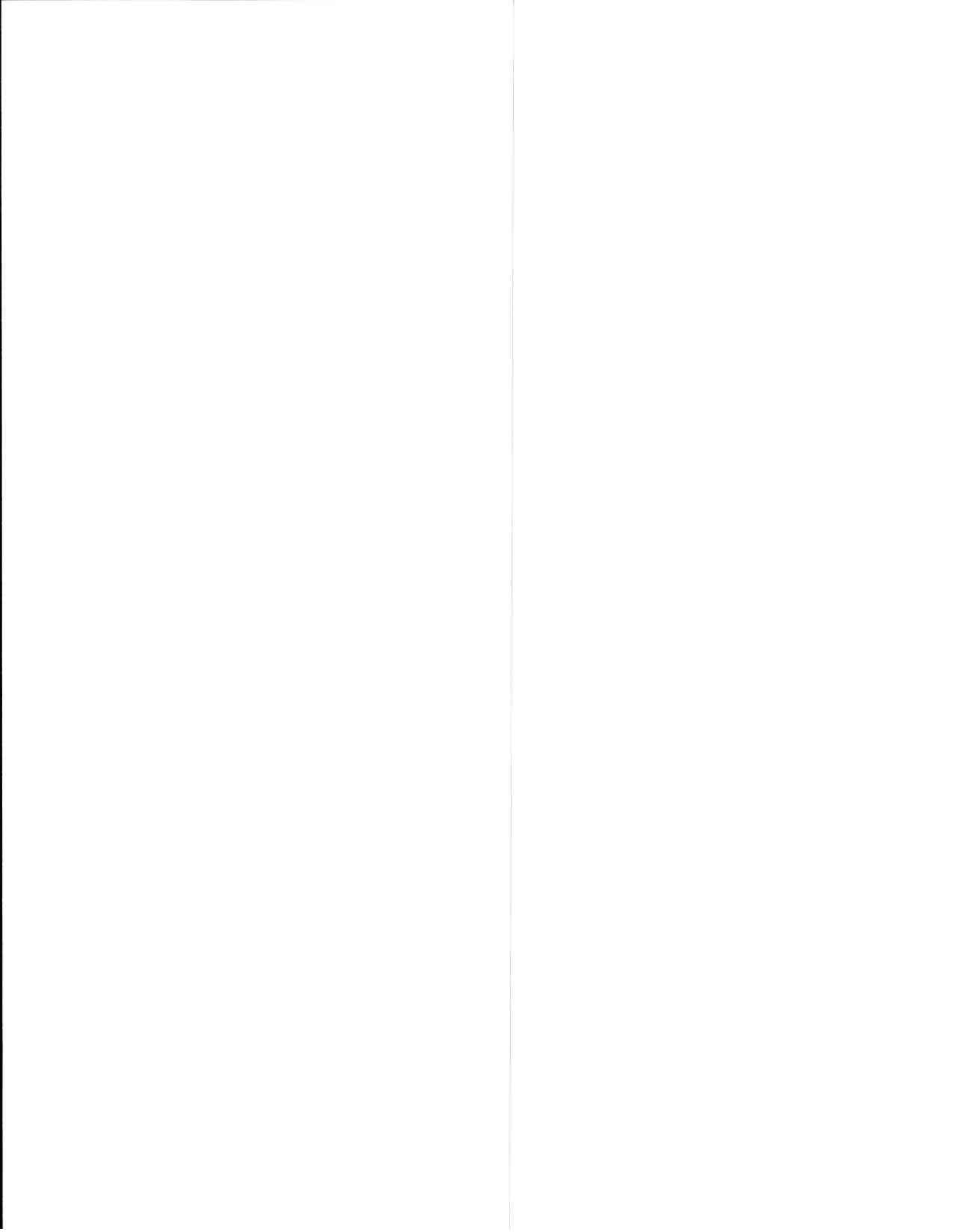
CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or 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 DISTRICT 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 DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

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; DISTRICT information or data which is not subject to public



disclosure; DISTRICT 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 DISTRICT 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 DISTRICT, any such information to anyone other than the DISTRICT. 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 DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

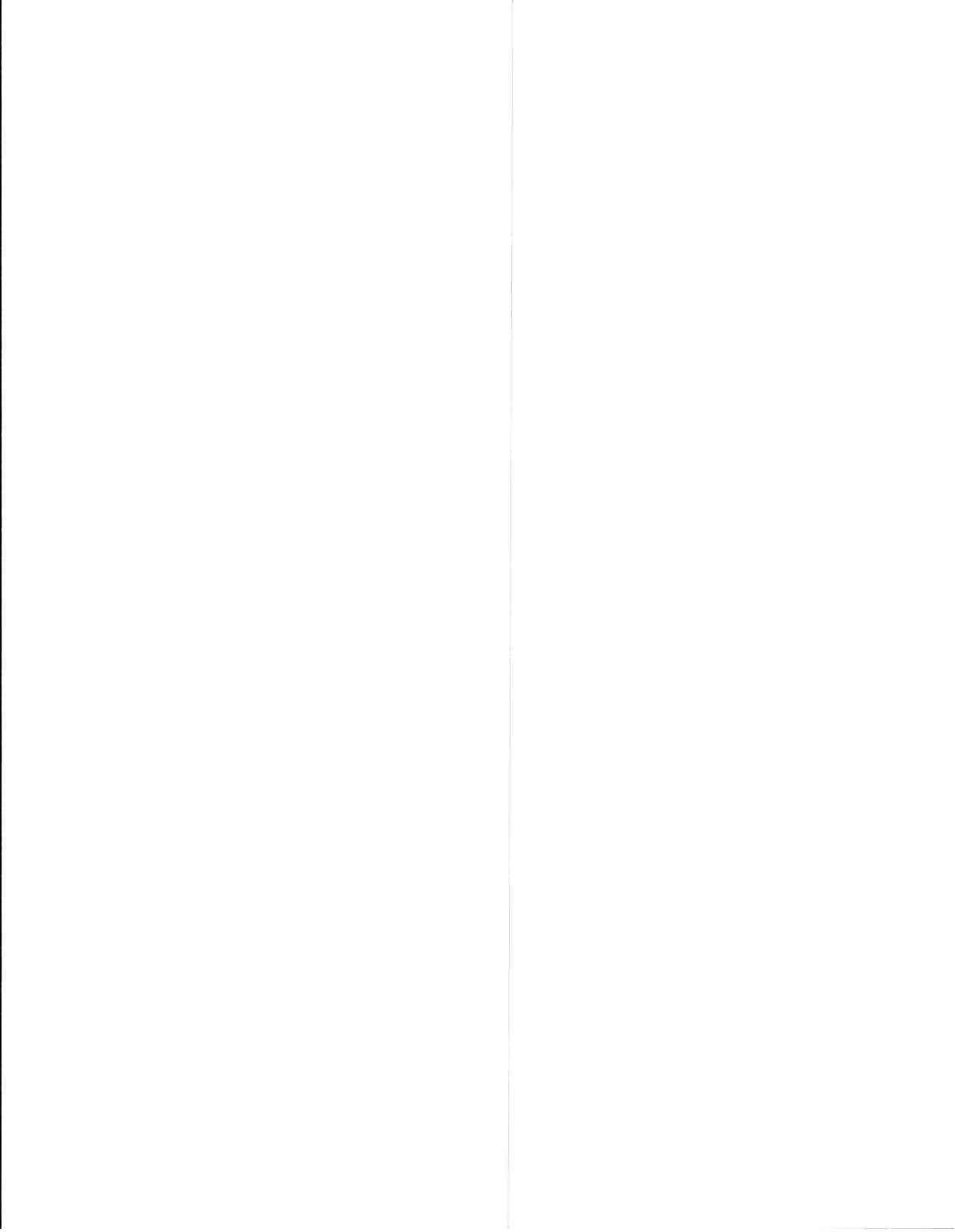
All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

CONTRACTOR

1995 Market Street
Riverside CA, 92501
Attn: Finance Division

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



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.

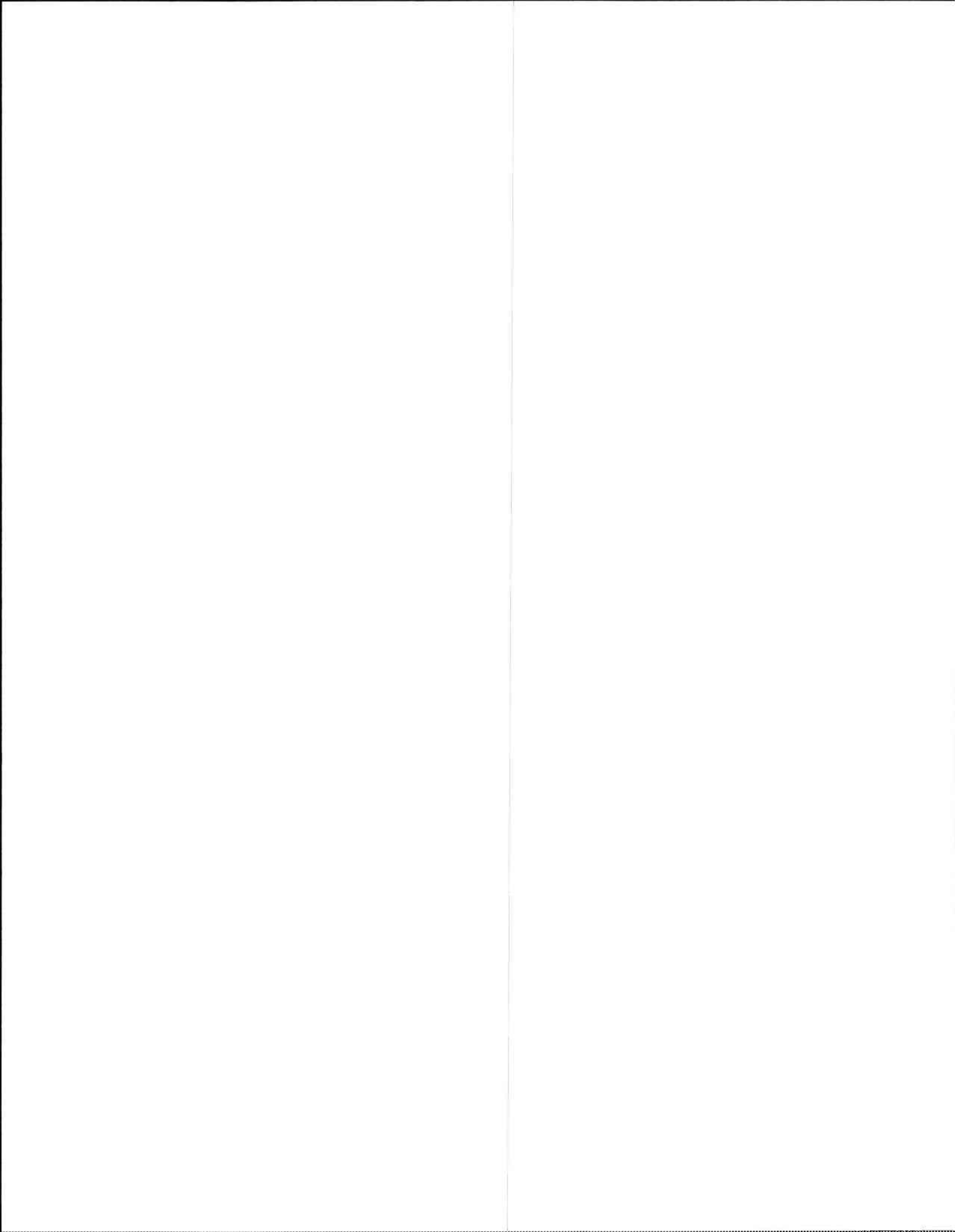
20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the DISTRICT 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 DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the DISTRICT, 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 DISTRICT; 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 DISTRICT the appropriate form of dismissal relieving DISTRICT 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 DISTRICT 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 DISTRICT 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.

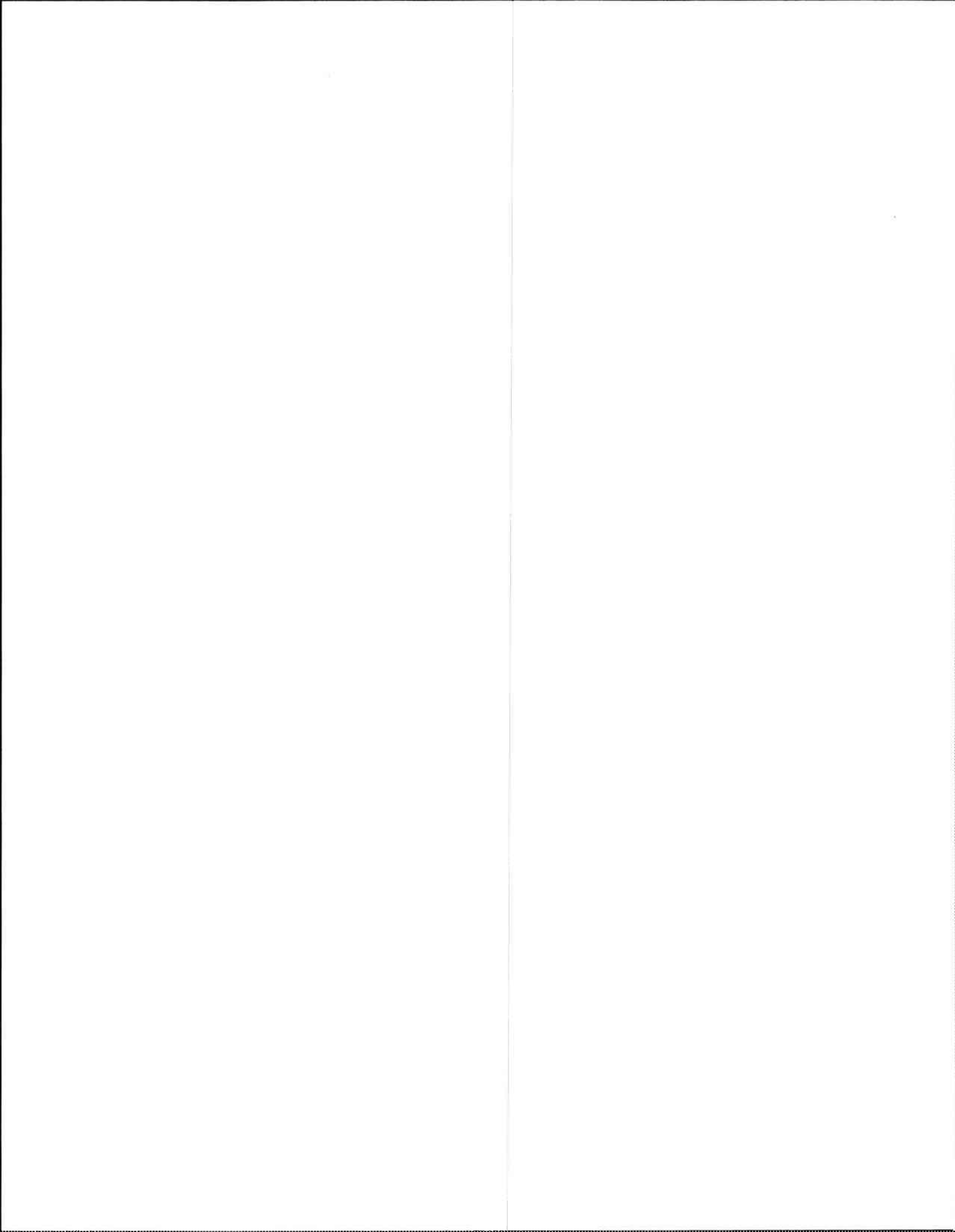
A. Workers' Compensation:

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 DISTRICT.

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 DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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:



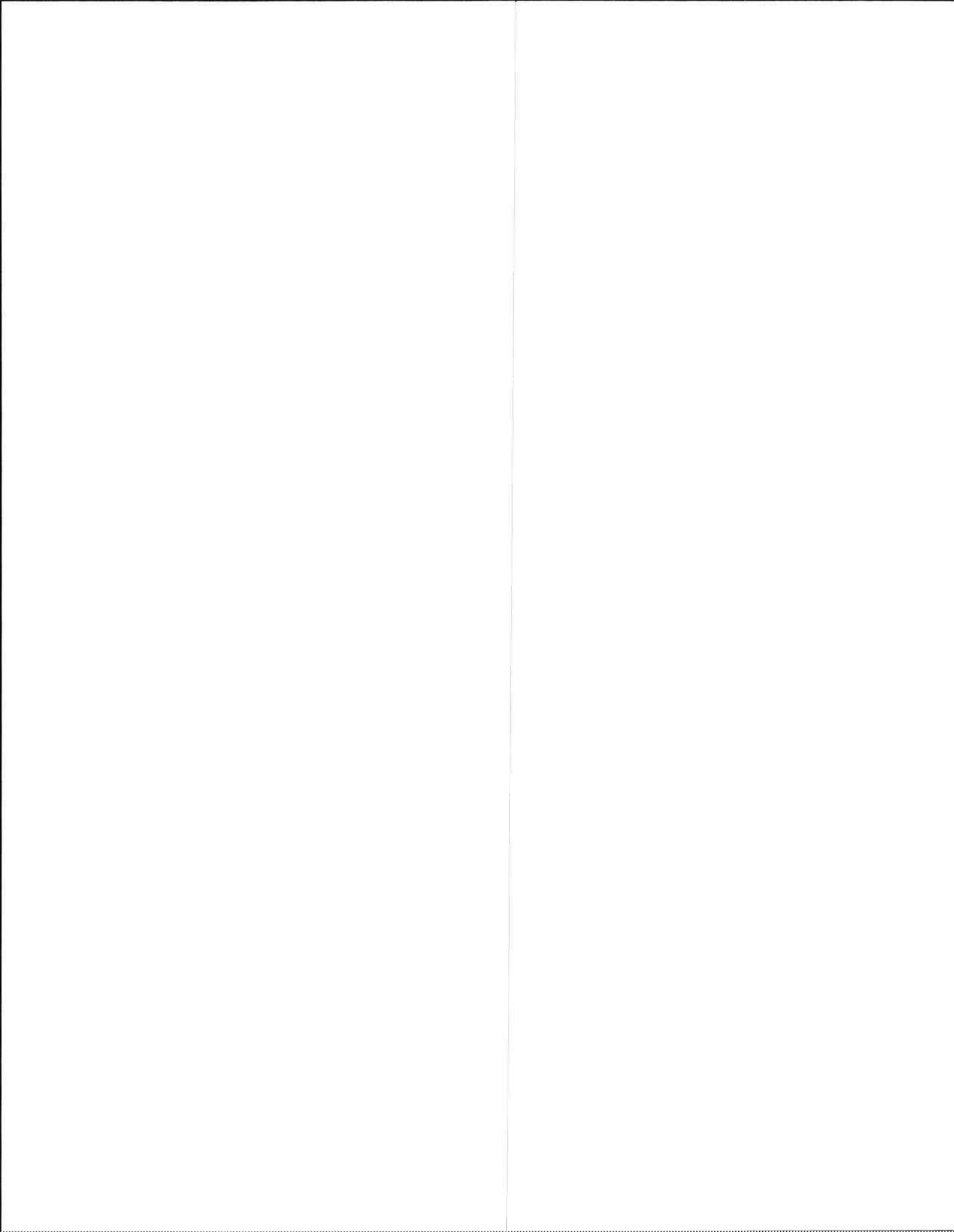
If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains 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 DISTRICT 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 DISTRICT, 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 DISTRICT, 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 DISTRICT 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 DISTRICT'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 DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the DISTRICT 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 DISTRICT.

8) CONTRACTOR agrees to notify DISTRICT 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.

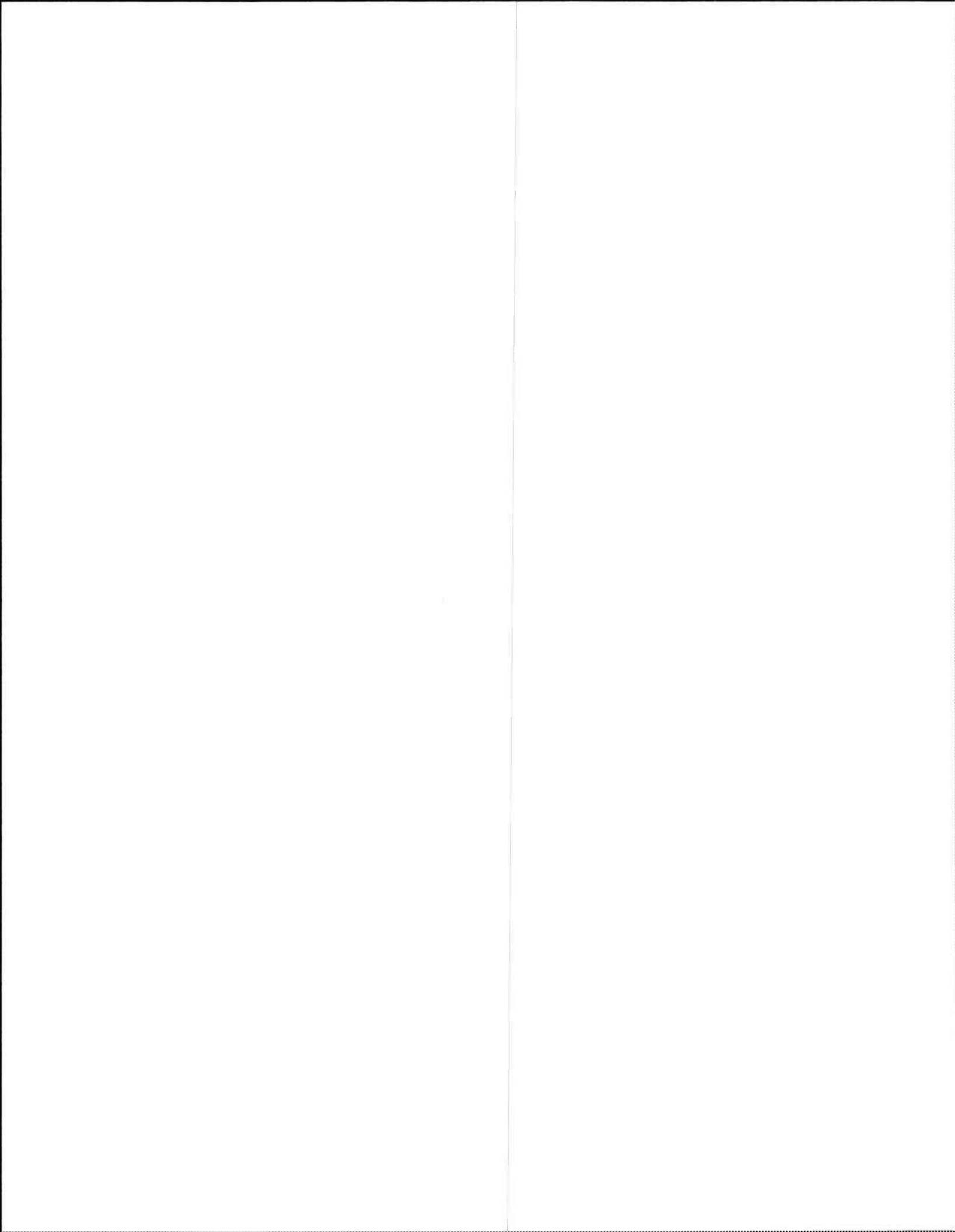
E. Pollution Liability Coverage

1) DISTRICT shall require CONTRACTOR to procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by the CONTRACTOR, its agents, representatives, or employees in accordance with the following requirements:

(a) CONTRACTOR'S Pollution Liability Coverage that includes, but is not limited to, bodily injury and property damage, including coverage for loss of use and diminution in property value, and for resultant clean-up costs, arising out of the or resulting from any work of the CONTRACTOR or services performed under its Agreement with the DISTRICT, including any storage or transportation, including the loading or unloading of, hazardous wastes, hazardous materials, or contaminants.

(b) CONTRACTOR'S Pollution Liability Coverage in the amount of ten million dollars (\$10,000,000) per claim and in the aggregate.

(c) Professional Liability Insurance in the amount of ten million dollars (\$10,000,000) per claim and in the aggregate.



(2) The DISTRICT, its agents and representatives thereof, elected officials, officers, employees, designated volunteers shall be additional insureds and covered as insured's as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

(3) For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insured maintained by the Additional Insureds shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

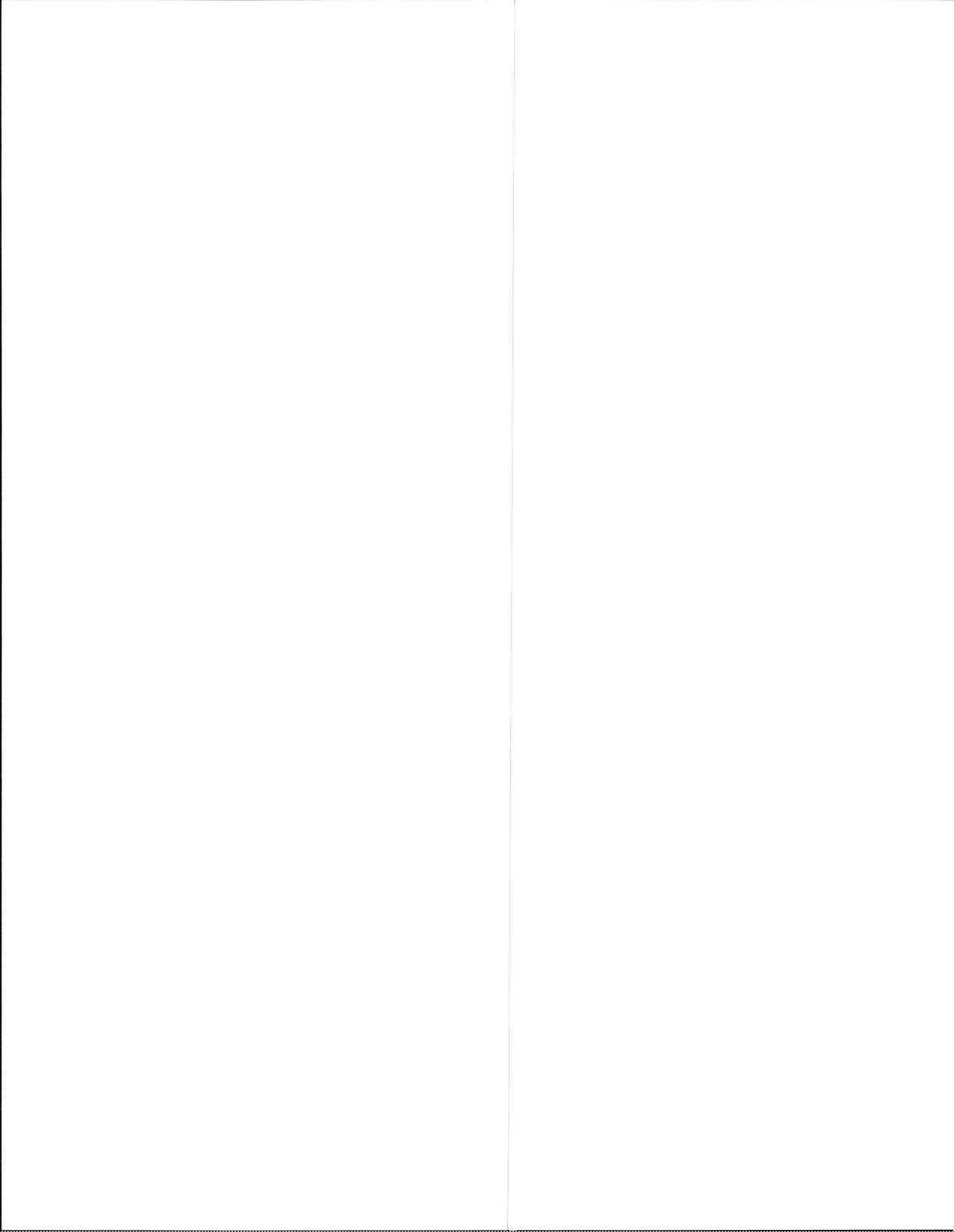
(4) The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that the insurer shall endeavor to provide thirty (30) days' prior written notice, by certified mail, return receipt requested, to the DISTRICT prior to any action to suspend, void, cancel or otherwise reduce in coverage or in limits.

(6) Within one (1) business day following receipt by CONTRACTOR of any notice correspondence or notice, written or oral, of an action or proposed action to suspend, void, cancel or otherwise reduce in coverage or in limits of the required insurance, CONTRACTOR shall notify DISTRICT of such action or proposed action.

- (a) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VIII, unless otherwise acceptable to the DISTRICT. Self-insurance shall not be considered to comply with these insurance requirements.
- (b) Verification of Coverage. CONTRACTOR shall furnish the DISTRICT with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the DISTRICT. All endorsements are to be received and approved by the DISTRICT before work commences. As an alternative to the DISTRICT forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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 DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to the CONTRACTOR.

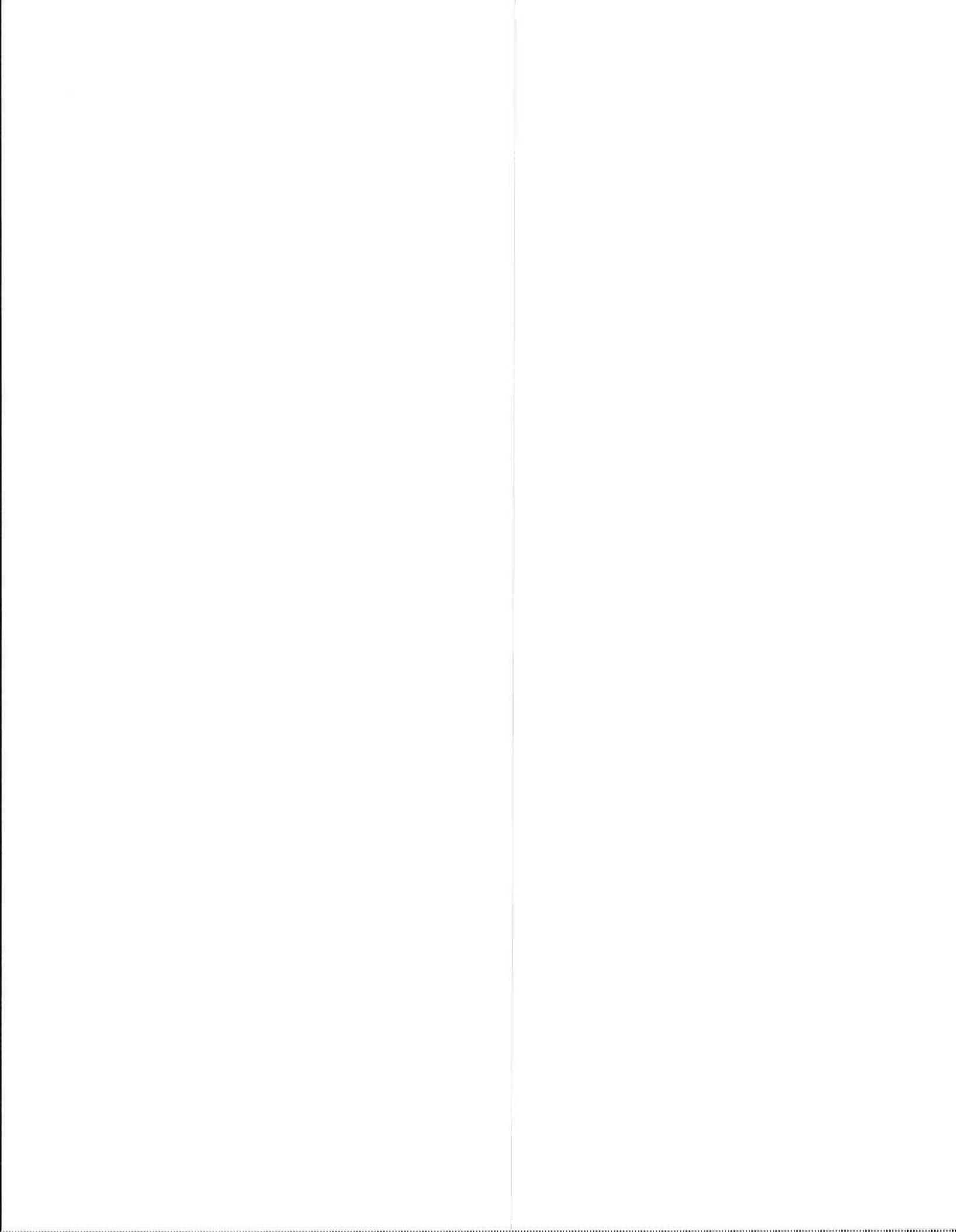
23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

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 DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

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

23.7 The DISTRICT 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 DISTRICT data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations, including the requirement for the payment of prevailing wages. The DISTRICT shall not be liable for the failure of the CONTRACTOR to comply with this section. This Agreement may call for services that, in whole or in part, constitute "public works", as defined in the California Labor Code. Therefore, as to those services that may be "public works", including emergency response services for the collection and disposal of hazardous materials, then CONTRACTOR shall comply with all applicable provisions of the California Labor Code Section 1720 et. seq. and Section 1771, 1774 and 1775.



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

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

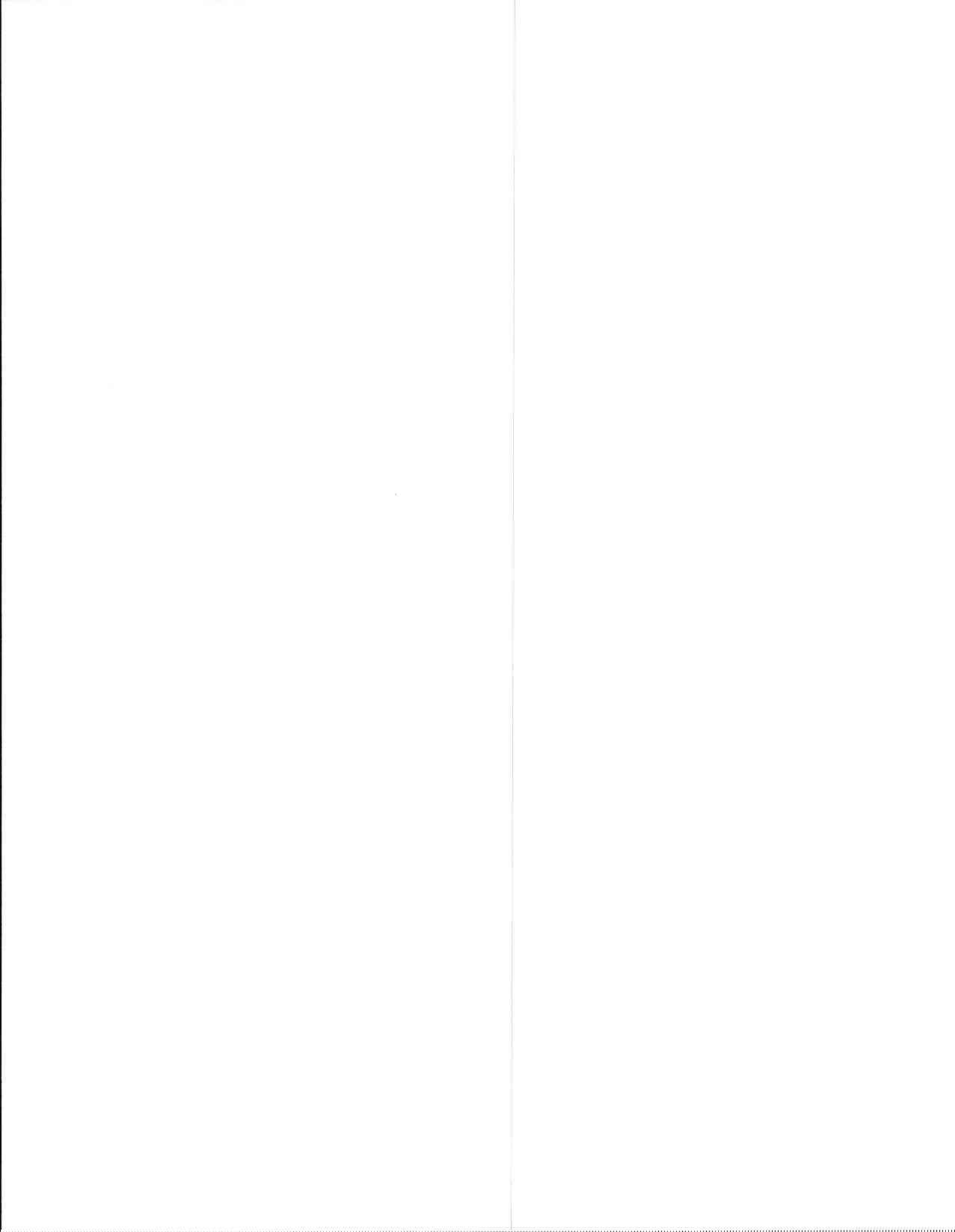
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

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

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

23.13 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23.14 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. The Parties agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17). The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.



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

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT INDUSTRIAL WASTE UTILIZATION SERVICES, INC.

By: Karen S. Spiegel
KAREN S. SPIEGEL
Chair, Riverside County
Board of Supervisors

By: Charles T. Timpler
CHARLES TEMPLER
President

Dated: AUG 30 2022

Dated: 8-8-22

APPROVED AS TO FORM:
COUNTY COUNSEL

By: Synthia M. Guard, Chief Deputy
Supervising Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

RMU:blm
07/27/22

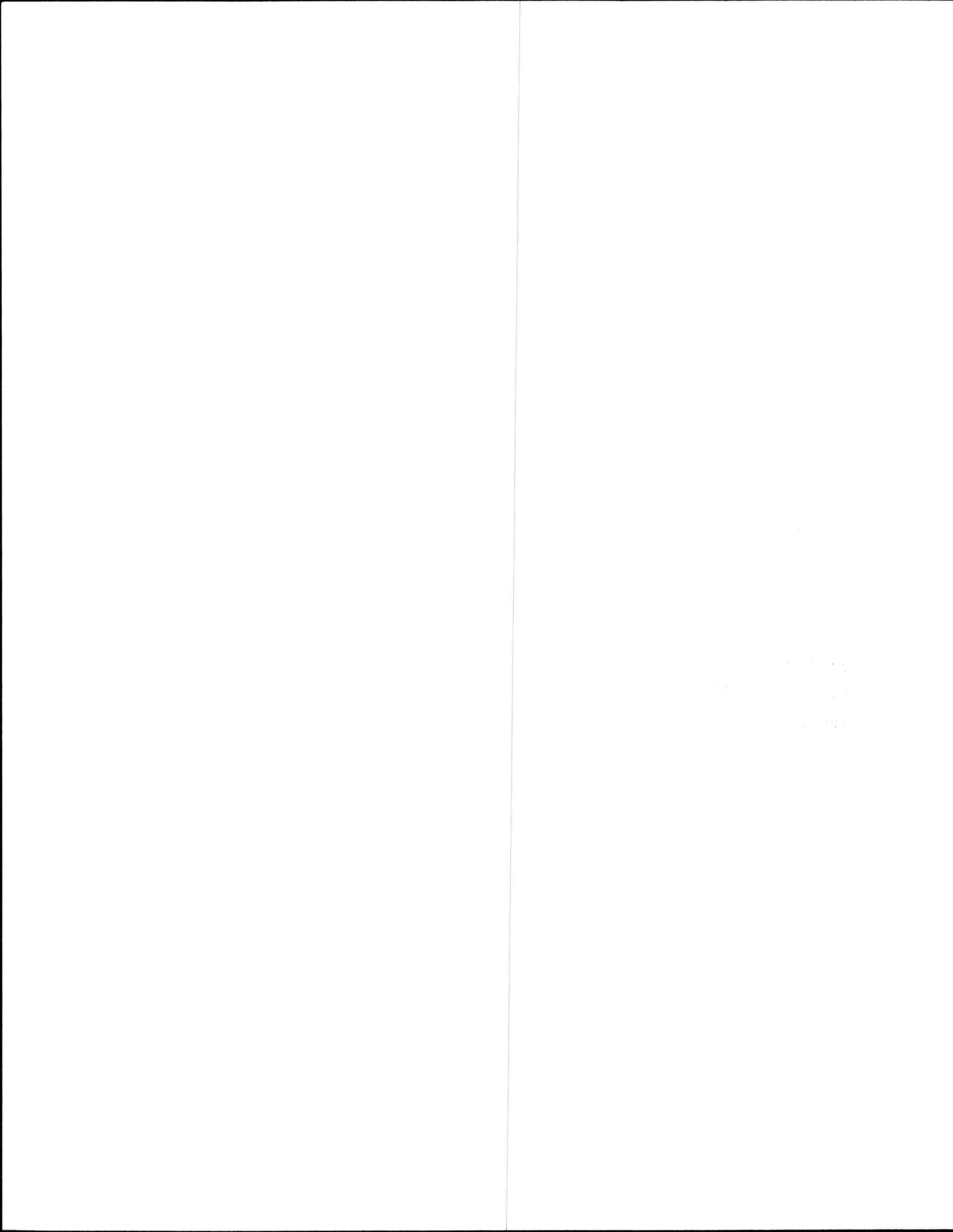


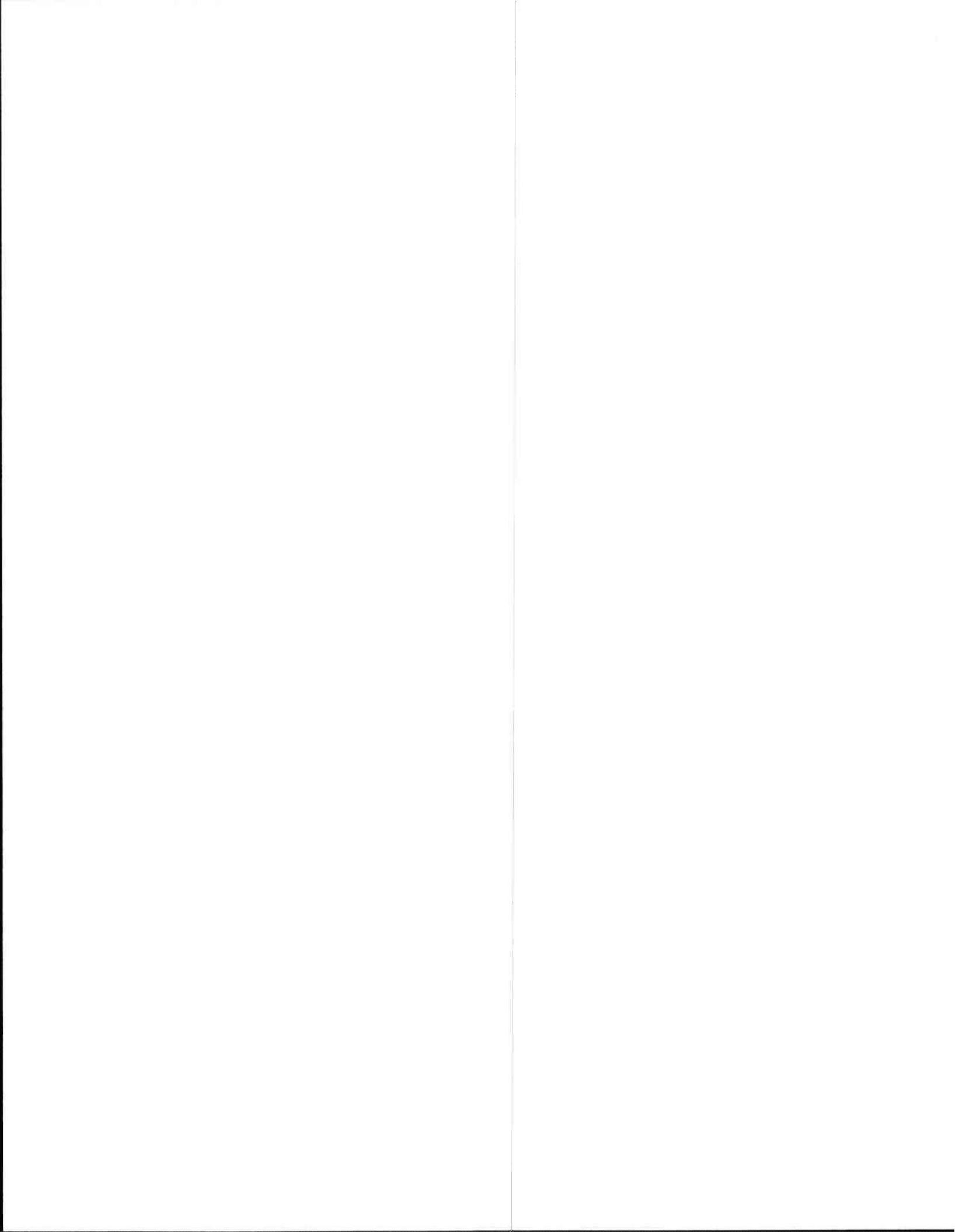
EXHIBIT A
SCOPE OF SERVICE

A.1 WASTE DISPOSAL SERVICE REQUIREMENTS:

The hazardous waste may be in bulk containers for liquids or solids, cylinders, or contained in multiple sized containers. Removal of hazardous waste or regulated waste may also be required from tanks, secondary containment, equipment, or other types of containers. On occasion a sump, vault, or tank containing hazardous or regulated waste requires cleaning. The existing container packaging may not meet DOT regulatory requirements.

Below is a list of common materials used and hazardous wastes generated at typical DISTRICT facilities, but not limited to:

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/Alkalines, 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 Hydrocarbons, Methyl Isobutyl Ketones	Paint Wastes, Spent Solvents, Ignitable Wastes, Toxic Wastes
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 Wastes, 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	Naphtha, 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
Vehicle & Equipment Maintenance	Motor oil, transmission fluids, parts cleaners, brake cleaners, acetylene, propane, automotive paints, varnishes, lacquers, etc.	Solvents, parts cleaners, lubricants, gasoline, starting fluids, volatile paints and varnishes	Flammable solvents, petroleum waste, oil and fuel filters, etc.
Building	Paints, cleaners, fluorescent lights,	Paints, corrosive cleaners, oxidizers,	Corrosives, oxidizers,



Process / Operation	Materials Used	Typical Mat Ingredient	General Types of Waste Gen
Maintenance	batteries, sharps, aerosols, lighting ballasts, etc.	fluorescent lights, 1 lb. cylinders, PCB and Non-PCB ballasts, appliances, etc..	paints, universal waste

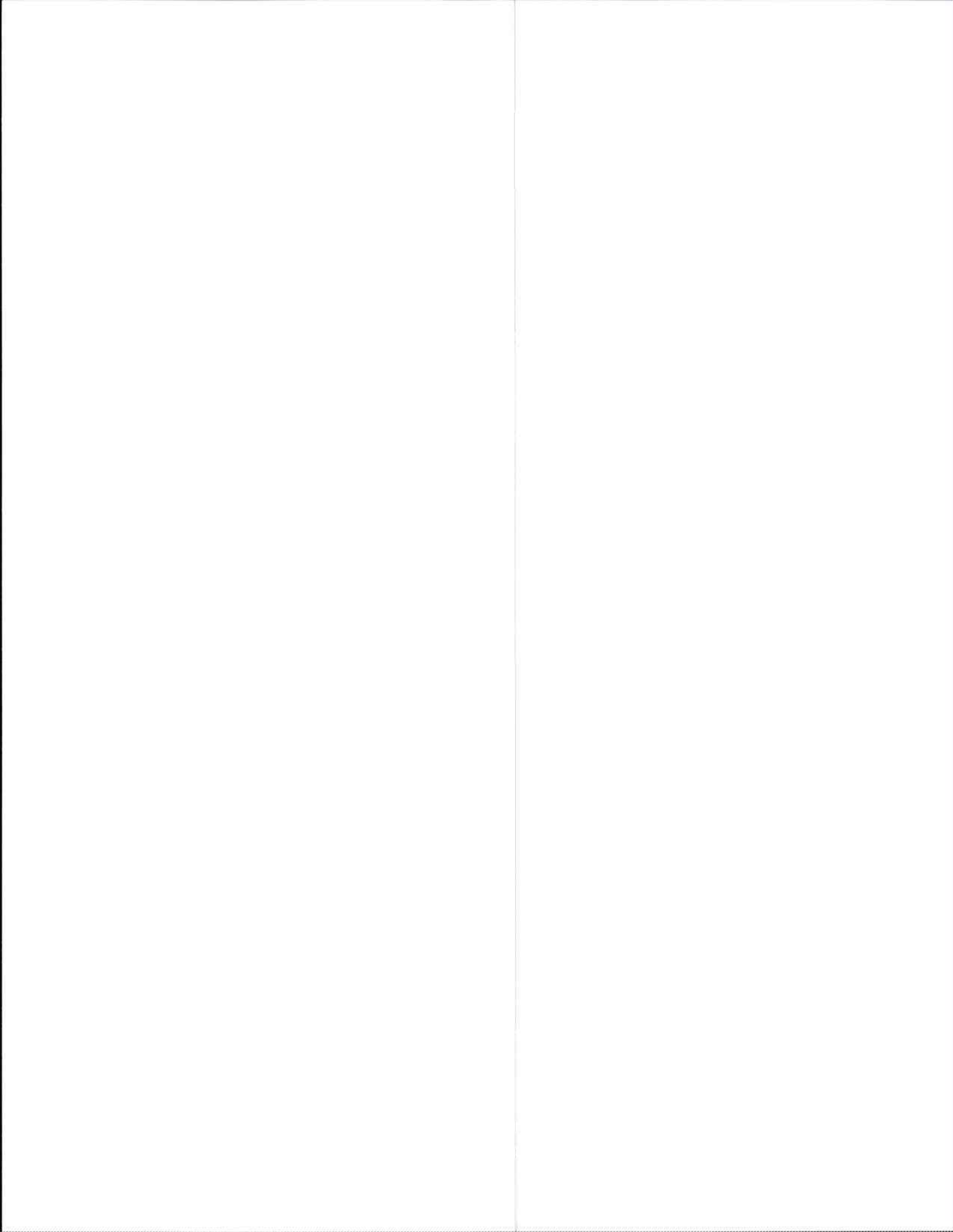
Below is a list of some common hazardous waste the CONTRACTOR would typically remove from various locations throughout RiversideCounty but not limited to this list:

- A. Aerosols
- B. Antifreeze
- C. Spent Lead Acid Batteries (sealed, automotive)
- D. Clarified Sludge (water, dirt and oil waste), sumps;
- E. Universal wastes including, but not limited to:
 - i. Electric lamps, including but not limited to fluorescent Light (bulbs, tubes, compact, HID), metal halide, sodium vapor, etc.
 - ii. Recyclable and Non-Recyclable Universal Waste Batteries
 - iii. E-Waste, including cathode ray tubes (CRTs)
 - iv. Non Empty Aerosol cans
 - v. Mercury containing wastes, including mercury switches from appliances and vehicles
 - vi. Photovoltaic modules
- F. Waste Traffic Paints
- G. Used Oil/Fuel Filters
- H. Waste Oil (recyclable)
- I. Contaminated Oil (non-recyclable)
- J. Waste Rags/Absorbent (mixed)
- K. Waste Solvents
- L. Flammable liquids and solids
- M. Acids Organic and Inorganic liquids and solids
- N. Bases Organic and Inorganic liquids and solids
- O. Oxidizers liquids and solids
- P. Toxics liquids and solids
- Q. Waste Paints: Latex and Oil Base
- R. Electrical Ballasts: PCB and Non-PCB
- S. Small single use cylinders: Propane, butane, MAPP, Acetylene, calibration gases, etc. (1-lb size)
- T. Compressed Gas Cylinders (other)
- U. Regulated Medical Waste (Sharps/Needles, Pharmaceutical Only)
- V. Non-RCRA Liquids and Solids
- W. Contaminated soils
- X. Empty Drums and Containers

A1.1 Pick-up Locations are shown on Attachment A

A.1.1.2 Hours of Operation

The CONTRACTOR agrees that, for those portions of the services provided on DISTRICT property, the services shall be provided during the normal hours of operations for the DISTRICT facility. The



normal hours of operations for those facilities included under this Agreement are available, upon request, from the DISTRICT facility. For emergencies, services provided may occur during non-business hours.

A.1.2 Loading

The CONTRACTOR shall be responsible for loading, including furnishing all the equipment necessary for loading. Unless otherwise provided in the Agreement, loading will not be performed on Saturdays, Sundays, County holidays, or any day that the facility where the items are located is closed, unless an emergency warrants services during non-business hours.

A.1.3 Treatment of Hazardous Waste on DISTRICT Property

Treatment of hazardous waste (including solidification) on DISTRICT 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.

A.1.4 Service Request

Service request shall be initiated by the DISTRICT. CONTRACTOR shall provide a single point of contact for the DISTRICT to request service. The CONTRACTOR's single point of contact shall be knowledgeable regarding the Scope of Work and customer service issues. All requests for service shall be completed in a timely, accurate, effective, and efficient manner.

A1.4.1 CONTRACTOR shall respond to DISTRICT's service requests within a maximum of three (3) business days. For emergencies, CONTRACTOR shall initially respond within a maximum of 15 minutes.

A1.4.2 CONTRACTOR shall provide any disposal acceptance requirements prior to scheduling a service request.

A1.4.3 CONTRACTOR shall complete the service requests within a maximum of ten (10) business days from the date the CONTRACTOR receives the service request. CONTRACTOR is not awarded for any emergency service requests.

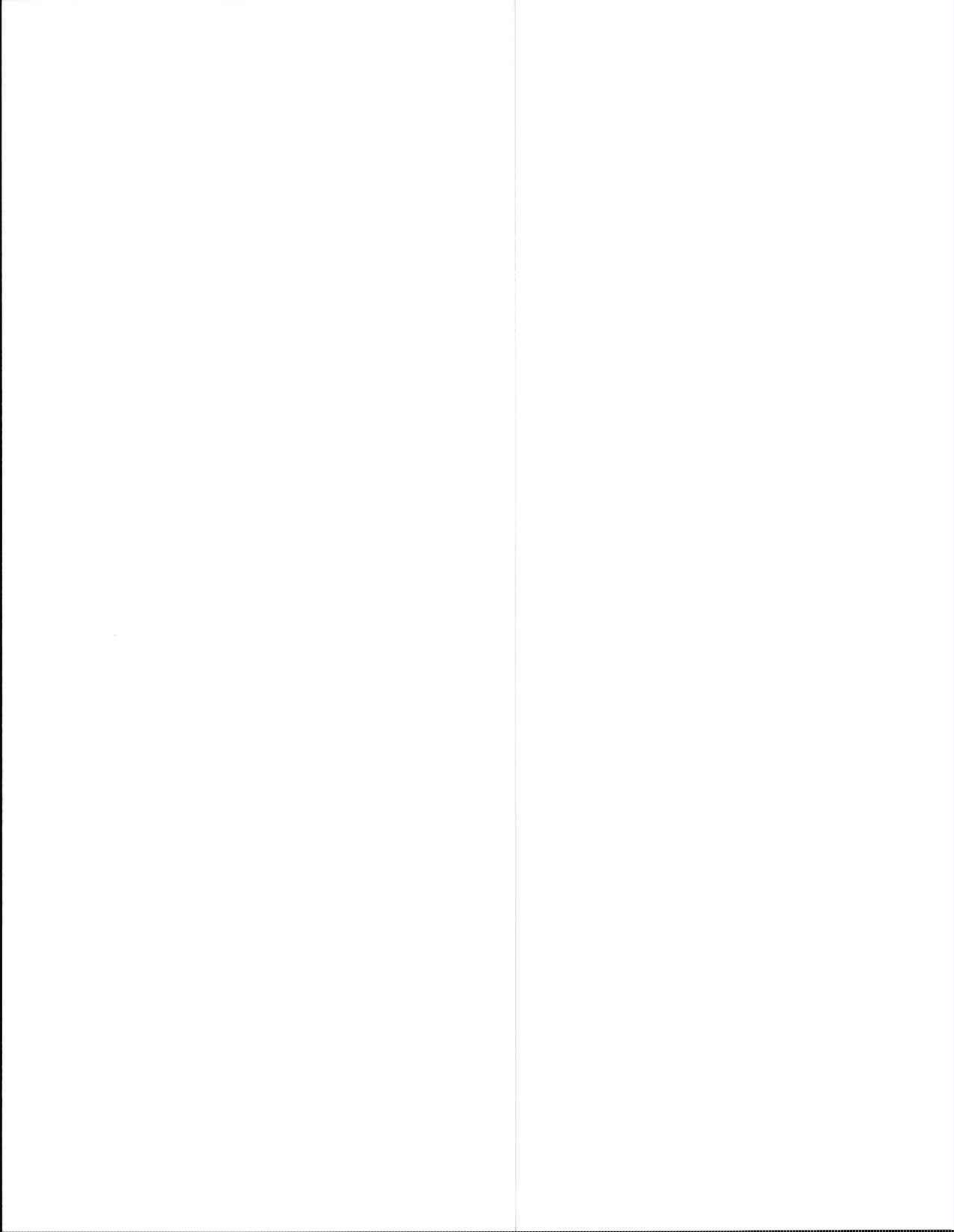
A1.4.4 DISTRICT shall be contacted no later than forty-eight (48) hours of any change to the scheduled date for service.

A1.4.5 The CONTRACTOR or DISTRICT may request a job walk, which shall be at no cost to the DISTRICT, for a more complicated service task to determine the labor, equipment, supplies, materials, and/or additional work needed prior to scheduling a service date.

A.2 ROUTINE/SCHEDULED WASTE DISPOSAL SERVICE

A.2.1 Containerized Hazardous Waste Management, Transportation, and Disposal Services

CONTRACTOR shall, at a minimum, properly package/sort, label, load, and transport the hazardous waste to a DISTRICT approved California licensed recycling facility or California DTSC licensed TSDF. The CONTRACTOR shall provide all labor, materials, disposal containers, tools, supplies,



testing kits, waste profiles, DOT labels, transportation documentation, instrumentation, personnel training, personal protective gear, equipment, vehicles, transportation, and disposal services necessary to perform in accordance with the Scope of Work.

A.2.1.1 CONTRACTOR shall identify, sort, field test, and Lab Pack containerized hazardous waste into an appropriate container size that is most cost effective for disposal in accordance with section A14 – Waste Management Plan. CONTRACTOR shall utilize recognized field testing methods to determine a hazardous waste category including but not limited to pH paper, Chlor-D-Tect test kits, and other specifically designed test kits that would verify a waste or identify an unknown chemical.

A.2.1.2 If requested by the DISTRICT, the CONTRACTOR shall perform routine hazardous waste container sorting, identifying, and packaging activities so all hazardous waste containers are packaged according to the Department of Transportation (DOT) regulations prior to transporting off site. Identifying the hazardous waste will typically involve reading labels, however occasionally containers may need to be opened and a spot test conducted to verify the contents. Packaging of containers shall be done in an efficient way to minimize disposal costs to the DISTRICT.

A.2.1.3 CONTRACTOR shall label, provide transportation documentation, load into the CONTRACTOR's properly licensed vehicle, transport, and properly dispose of the packaged hazardous waste as specified by the DISTRICT's approved disposal method to the DISTRICT-approved disposal facility. CONTRACTOR shall prepare transportation and disposal documentation for DISTRICT staff signature and provide the appropriate copies for DISTRICT staff at the time of transport.

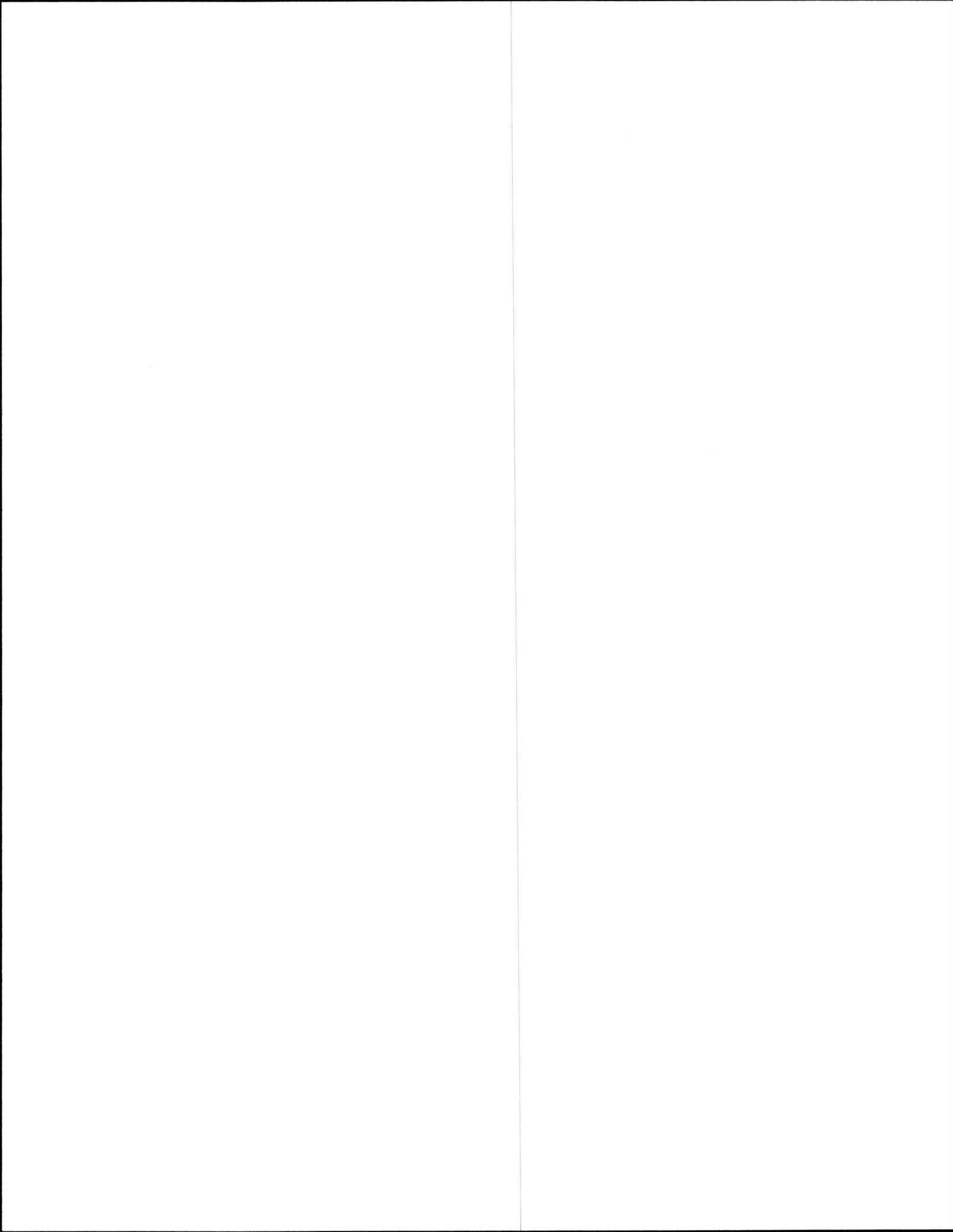
A.2.1.4 The CONTRACTOR shall provide varying sizes of DOT approved containers for disposal of hazardous waste in advance of the hazardous waste pickup, if requested by the DISTRICT. The CONTRACTOR shall provide the requested containers within five (5) business days of receiving the request. If the containers will be used to collect hazardous waste that the CONTRACTOR will be disposing of in the future, then the costs of the containers shall be included in disposal cost of the waste stream and the CONTRACTOR shall not be separately compensated for delivery or container charges.

A.2.1.5 The CONTRACTOR shall provide the DISTRICT with pre-printed Hazardous Waste and Universal Waste labels, which comply with California's regulatory requirements, if requested by the DISTRICT. The CONTRACTOR also shall provide additional replacement labels as requested by the DISTRICT or at the time of delivery of containers. The costs of the preprinted labels are included in the disposal cost of the waste stream and the CONTRACTOR shall not be separately compensated for delivery or label charges.

A.2.2 Bulk Used Oil and Antifreeze Disposal Services

The DISTRICT collects and stores used oil and antifreeze in drums, above ground and underground storage tanks of varying sizes and various locations that need to be pump out on occasion. CONTRACTOR shall provide and conduct field test kits at no additional cost to the DISTRICT. The CONTRACTOR shall have the necessary equipment to safely pump out and recycle bulk used oil and antifreeze.

A.2.3 Chemical Tanks and Clarifier Cleanout Services



The DISTRICT has bulk chemical tanks and clarifiers of varying sizes that need removal of hazardous waste on occasion. The CONTRACTOR shall utilize the most efficient means to collect hazardous waste with significant consideration given to generating the lowest volume of hazardous waste requiring disposal. If requested by the DISTRICT, DISTRICT staff and the CONTRACTOR shall complete a job walk at no cost to the DISTRICT and confirm the means and methods of collecting and packaging the hazardous waste from bulk chemical tanks prior to mobilizing staff. At no cost to the DISTRICT, the CONTRACTOR shall provide a cost estimate for the job based on the job walk. The CONTRACTOR may invoice for labor, vehicles, and equipment, in accordance with the rates in Exhibit B.

A.2.3.1 CONTRACTOR shall identify, collect, and clean via pumping, vacuuming, sweeping, neutralizing, washing, absorbing, digging or other appropriate means hazardous waste, from above and below ground tanks, vaults, secondary containment structures, or other requested areas, and place into a proper container or truck for the most cost-effective transportation and proper disposal method.

A.2.3.2 CONTRACTOR shall provide all necessary trained and certified staff, personal protective gear, confined space gear and equipment, and any other needed materials, equipment and supplies to complete confined space entry, if required for the project.

A.2.3.3 CONTRACTOR shall label, complete transportation documentation, load into the CONTRACTOR's properly licensed vehicle and placard truck, transport, and properly dispose of the hazardous waste as specified by the DISTRICT's approved disposal method to the DISTRICT-approved disposal facility. CONTRACTOR shall prepare transportation and disposal documentation for DISTRICT staff's signature and provide appropriate copies to the DISTRICT at the time of transport.

A.3 HAZARDOUS WASTE PROFILES

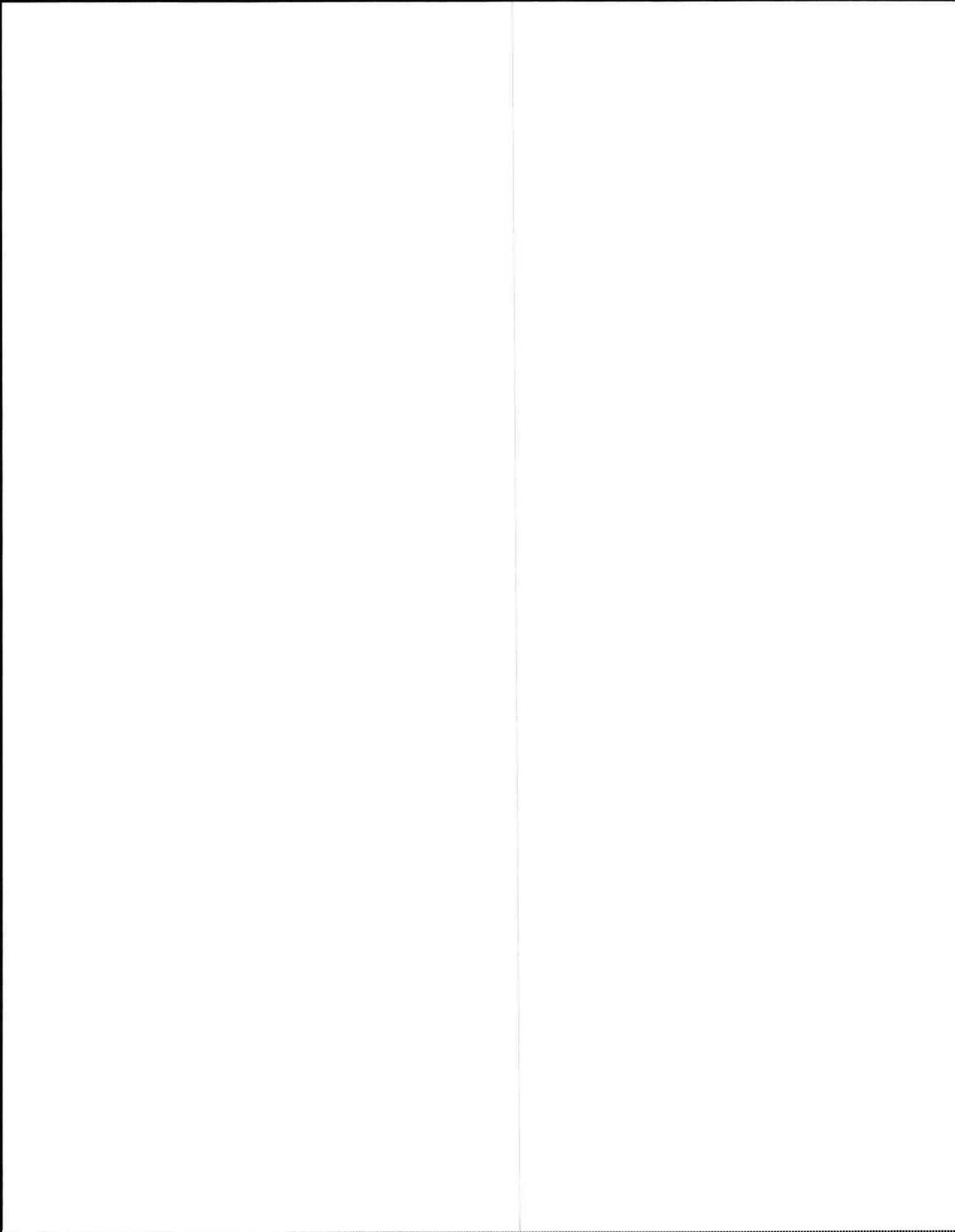
At no additional cost to the DISTRICT, the CONTRACTOR shall prepare waste profiles and keep current waste profiles for all hazardous waste available for the DISTRICT's review and approval as required by the CONTRACTOR in order to accept the waste, without any break in routine disposal service. The CONTRACTOR shall provide, at no additional cost to the DISTRICT, technical assistance, as needed, in determining proper DOT shipping name, United Nations (UN) number, hazard category, and packing group. The CONTRACTOR shall provide the DISTRICT a copy of all approved waste profile sheets.

A.3.1 The CONTRACTOR shall keep all profiles created on file for a minimum of one (1) year.

A.3.2 For emergency response, if a hazardous waste profile is not on file, the CONTRACTOR shall contact the designated DISTRICT representative for verbal approval of the profile. Within the same day, the CONTRACTOR shall send the profile via email to the designated DISTRICT representative for review and approval.

A.4 DISPOSAL DOCUMENTATION

The CONTRACTOR shall prepare, for the DISTRICT's review and approval, the unified hazardous waste manifest (manifest), bill of lading, land disposal restriction (LDR) form and any other DOT or regulatory required documents for the DISTRICT's signature at the time of the service request or waste pickup.



A.4.1 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 an approved TSDF. The CONTRACTOR shall provide a copy of all prepared documents to the DISTRICT prior to or with payment invoicing. A uniform hazardous waste manifest is required for the removal from DISTRICT property of all hazardous or toxic items. The CONTRACTOR shall obtain and review all manifests for completeness and accuracy prior to removal of any hazardous or toxic wastes from DISTRICT property.

A.4.2 The CONTRACTOR shall provide the DISTRICT 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 or their designee. Completed copies of all manifests shall be furnished to the work area supervisor and a legible copy 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.

A.4.3 The CONTRACTOR is required to provide the DISTRICT with two (2) copies of any manifest which documents the movement of waste after it has departed the DISTRICT property within 30 calendar days after acceptance at 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 the additional facility shall 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.

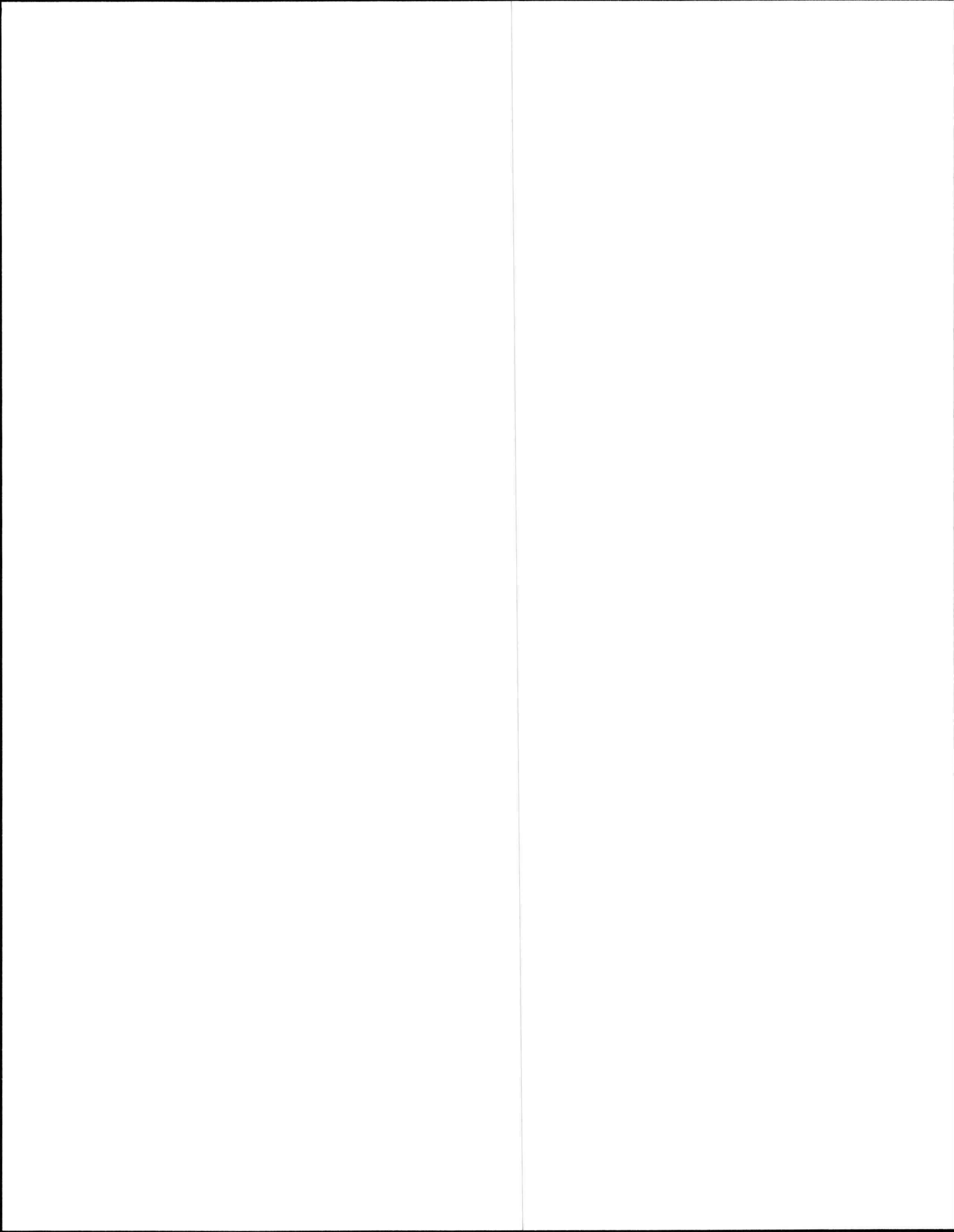
A.4.4 When a DISTRICT representative is unavailable, the DISTRICT may request the CONTRACTOR to sign disposal documentation on behalf of the DISTRICT. This signature authorization is not a continuous authorization. The CONTRACTOR shall document each service call where the DISTRICT has requested the CONTRACTOR to sign disposal documentation. The CONTRACTOR shall review the disposal documentation for accuracy and completeness prior to signing the documents. The CONTRACTOR shall deliver to the DISTRICT its copies of the disposal documents on the same day of the disposal.

A.4.5 CONTRACTOR shall ensure that the appropriate number and type of containers used for the removal of hazardous waste is correctly identified on the shipping/disposal documents such as Uniform Hazardous Waste Manifest or Bill-of-Lading. CONTRACTOR shall ensure that the appropriate quantities and units of weights and volumes are appropriately and correctly reflected on shipping/disposal documents.

A4.5.1 Bulk Waste Streams Weight

Bulk waste stream shall be measured by one of the following methods and recorded on the shipping document. The method used will be whichever is most accurate and agreed upon by the CONTRACTOR and DISTRICT representative.

- A. Actual weight using DISTRICT 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 8.337 pounds). Specific gravity shall be obtained from a waste profile sheet.

A.4.6 For hazardous waste manifest creation, reporting, and management, the CONTRACTOR shall utilize the federal Environmental Protection Agency's (EPA) "e-Manifest" system as required by the Hazardous Wastes Electronic Manifest Establishment Act enacted October 5, 2012 and any subsequent laws and regulations passed thereto. The Parties shall agree on whether to use the "Hybrid" or "Electronic" manifest creation option. The CONTRACTOR shall invoice, on a separate line on each invoice when applicable, the EPA's published charge for each manifest utilized by the DISTRICT based on if the "Hybrid" or "Electronic" creation option was used for a specific disposal activity. Any administration costs associated with the implementation of the e-Manifest program shall be included within the hazardous waste disposal pricing.

A.5 TREATMENT, STORAGE AND DISPOSAL FACILITY REQUIREMENTS

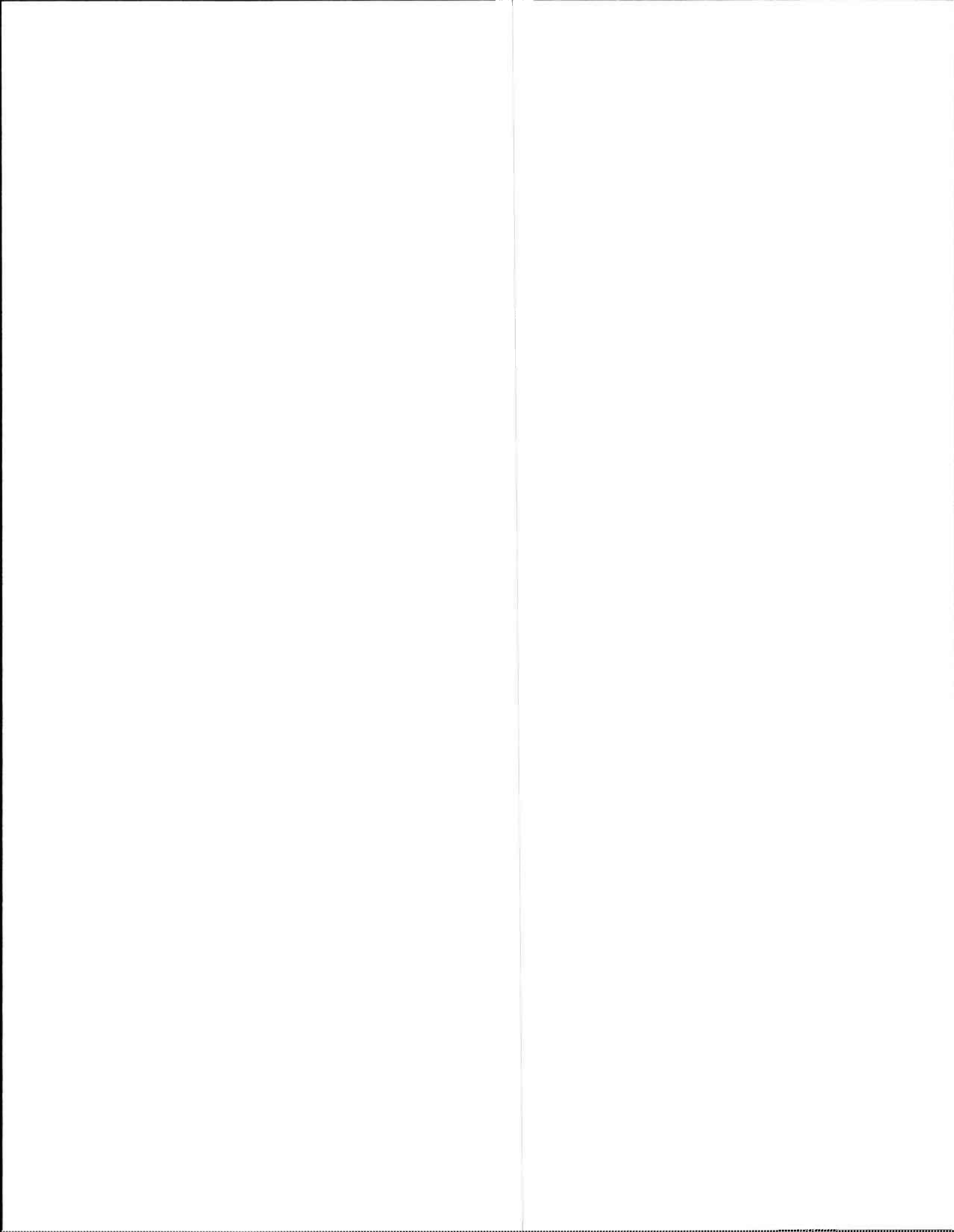
All storage facilities, treatment facilities, recycling facilities, incinerators, Class I landfills, and all other TSDFs used to provide services under this Contract shall be properly licensed and in compliance with all applicable local, State, and Federal hazardous waste and recycling laws, ordinances, codes, and regulations at all times during the term of the Contract. The CONTRACTOR and all subcontractors utilized in this Contract shall also comply with the following:

A5.1 All interim and final TSDFs and recycling facilities shall have been in good regulatory standing with all applicable regulatory agencies and regulations for the past three (3) years and remain so for the entire term of the Contract. During the term of this Contract, the CONTRACTOR shall notify the DISTRICT within ten (10) days of the CONTRACTOR's knowing that any transporter, TSDF, recycling facility, or disposal facility has received a fine, penalty or other regulatory sanction. The DISTRICT has the right to reject a TSDF, transporter, or recycling or disposal facility utilized by the CONTRACTOR if the DISTRICT determines the entity is no longer in good regulatory standing. CONTRACTOR shall provide treatment method, interim facility and final recycling/disposal facility.

A.6 CONTAINERS AND DELIVERY

A6.1 The CONTRACTOR shall provide varying sizes of DOT approved containers for disposal of hazardous waste in advance of the hazardous waste pickup, if requested by the DISTRICT. The CONTRACTOR shall provide the requested containers within five (5) working days of receiving the request. If the containers will be used to collect hazardous waste that the CONTRACTOR will be disposing of in the future, then the costs of the containers are included in disposal cost of the waste stream (Tab H Cost Proposal) and the CONTRACTOR shall not be separately compensated for delivery or container charges.

A6.2 The CONTRACTOR shall provide the DISTRICT with pre-printed Hazardous Waste and Universal Waste labels, which comply with California's regulatory requirements, if requested by the



DISTRICT. The CONTRACTOR also shall provide additional replacement labels as requested by the DISTRICT or at the time of delivery of containers. The costs of the preprinted labels are included in the disposal cost of the waste stream and the CONTRACTOR shall not be separately compensated for delivery or label charges.

A6.3 CONTRACTOR shall ensure that if 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 shall be correctly and appropriately reflected on the Uniform Hazardous Waste Manifest. This shall apply to any and all containers that are used by the CONTRACTOR to remove any and all hazardous waste from sites.

A6.4 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, 6-mil or better.

A.7 TRANSPORTATION/WASTE HAULING

A.7.1 CONTRACTOR shall have the ability to provide transportation of hazardous and non-hazardous solid and liquid wastes.

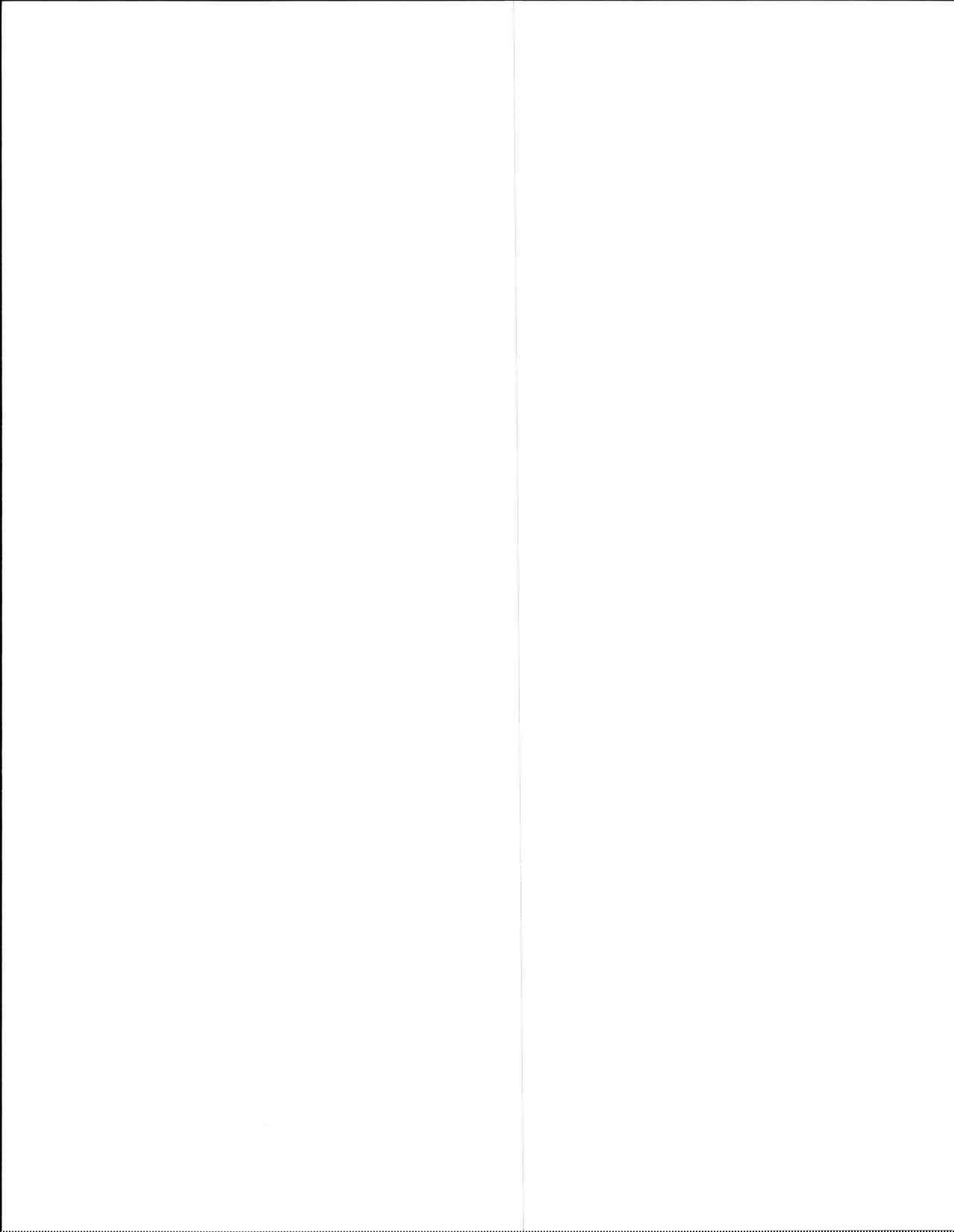
A.7.2 The CONTRACTOR shall maintain a valid hazardous waste transporter registration issued by the California Department of Toxic Substance Control (DTSC) throughout the duration of this contract. The CONTRACTOR shall comply with the California Vehicle Code, CHP Regulations in California Code Regulations (CCR) Title 13, the California State Fire Marshal Regulations in CCR Title 19, United States Department of Transportation (DOT) Regulations in Title 49, Code of Federal Regulations, U.S. Environmental Protection Agency Regulations in Title 40 Code of Federal Regulations. In addition, the CONTRACTOR shall comply with the California Health & Safety Code (H&SC) and CCR Title 22 and the California Medical Waste Management in the H&SC, Sections 117600 – 118360.

A.7.3 The CONTRACTOR shall not be required to transport radioactive or explosive materials, however, the CONTRACTOR must be able to advise and possibly subcontract out this service.

A.7.4 Drivers used by the CONTRACTOR to transport regulated waste shall have all required training, the proper California Department of Motor Vehicles licensing and required medical monitoring certifications. All vehicles transporting DOT regulated hazardous materials shall have all required California State permits, CHP BIT inspections and insurance for hazardous waste transportation. For transportation out of California, vehicles shall meet the federal and state requirements of all states traveled through to the destination facility.

A.7.5 The CONTRACTOR shall provide proof of the financial coverage required by the California Department of Toxic Substances Control, and DOT for hazardous waste transporters. The CONTRACTOR shall immediately inform the DISTRICT of any lapse in this financial coverage.

A.7.6 CONTRACTOR shall supply and display all required DOT vehicle placards and apply all required DOT markings and hazardous waste labels to waste containers when waste is first introduced



into the container. CONTRACTOR shall profile all waste streams transported to the TSD facilities and shall provide all manifests and/or shipping papers or related documentation to the DISTRICT.

A.7.7 All vehicles shall meet motor vehicle code requirements and regulations in addition to all other applicable Federal, State and local codes required for use on highways.

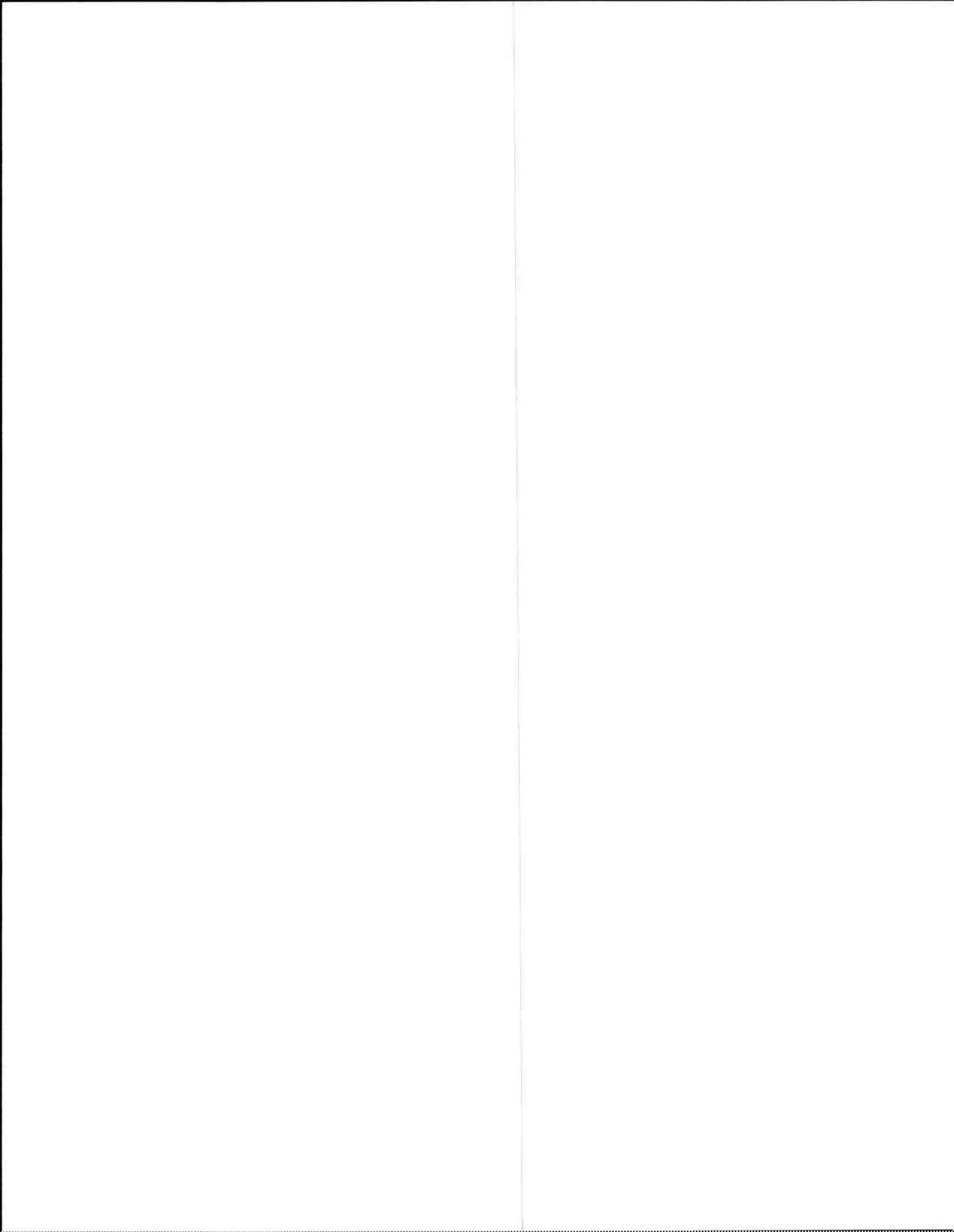
A.7.8 Securing and maintaining all applicable Local, State and Federal permits for handling, transportation and disposal of hazardous waste shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall immediately inform the DISTRICT of any loss or temporary suspension of any required permits or licenses that affect the ability of the CONTRACTOR to provide the services described in this Agreement. Copies of valid California Hazardous Materials/Waste Transporter Registration shall be provided.

A.8 SPILLS, CONTAINMENT AND CLEAN-UP

A8.1 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 shall clean-up such spills or leaks to the satisfaction of the onsite DISTRICT 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 DISTRICT. The CONTRACTOR shall report all such spills or leaks regardless of their quantity to the DISTRICT immediately upon discovery. A written follow-up report shall be submitted no 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 DISTRICT.
- 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) shall 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 DISTRICT. Cost estimates for identified work items, including labor, equipment, materials, and supplies to be used, shall be furnished to the DISTRICT for review/authorization prior to commencement of work.

A.9 EMERGENCY SPILL



CONTRACTOR is not awarded for any emergency service requests. If the first contact CONTRACTOR is unable to meet the emergency service requests availability, then COUNTY may go to the Secondary awarded CONTRACTOR.

A.10 SAFETY AND TRAINING

A.10.1 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.

A.10.2 The CONTRACTOR shall, at all times in the performance of the work, comply with and provide the safeguards required by all applicable federal, state, and local laws; rules and regulations concerning occupational safety and health, including but not limited to, the Occupational Safety and Health Act of 1970 (OSHA); and all applicable State labor laws and the regulations and standards issued thereunder.

A.10.3 The CONTRACTOR warrants that any work performed in any location partially or entirely under the CONTRACTOR's control shall be performed in accordance with OSHA requirements. The CONTRACTOR further warrants that all material and equipment furnished under this Contract and contracts resulting from this Contract will conform to and comply with all applicable provisions of OSHA and the regulations and standards thereunder. The CONTRACTOR shall require these warranties in adherence to OSHA from all subcontractors and suppliers it employs in the performance of the contracts resulting from this Contract.

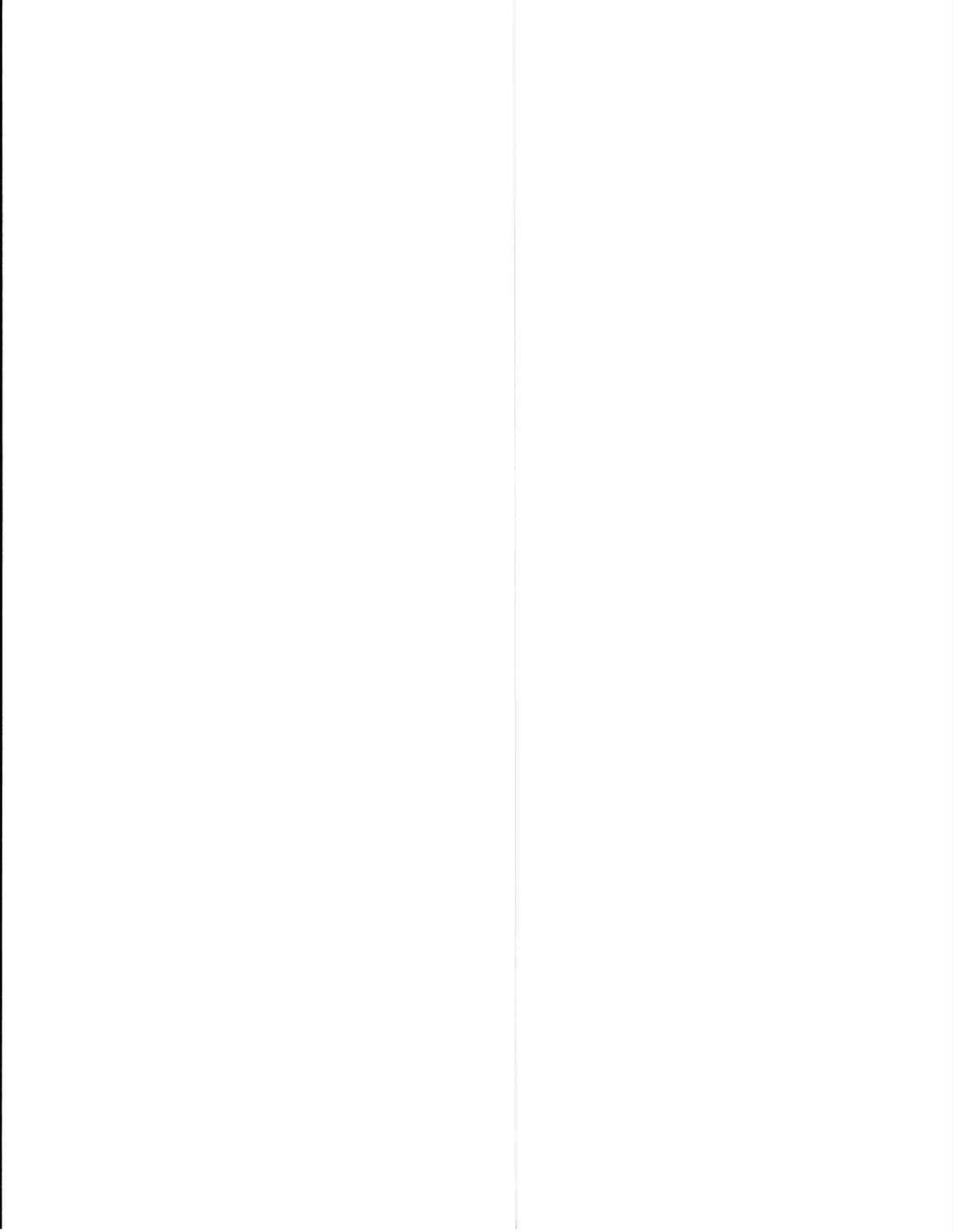
A.10.4 Personal protective equipment shall be supplied by the CONTRACTOR and properly used by its employees. The minimum personnel protective equipment or gear required under this Contract is Level C augmented by the following: poly-coated Tyvek or similar chemical resistance coveralls, air purifying respirator (full or half face), chemical resistant steel toe shoes with metatarsal guards, chemical resistant boots or shoe covers, chemical resistant gloves, safety glasses, face shield, and hard hats (if required). The costs for the minimum level of PPE as specified herein shall be included in the Disposal Pricing.

A.10.5 ALL CONTRACTOR's personnel shall have at a minimum the following training:

- 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
- F. Hazardous Waste Handler training

A.10.6 Additional training requirements for Supervisor and Project Manager Personnel may include:

- A. Eight (8) hour Supervisory training for Hazardous Waste Operations
- B. Radioactive monitoring and training
- C. CPR/first aid training



D. Bloodborne Pathogens Level 1 training

A.10.7 Additional training requirements for Chemists may include:

- A. Hazardous waste categorization (Haz-Cat) training
- B. Hazardous Waste Packaging Training
- C. DOT HM-181 manifest training

A.11 SUB-CONTRACTORS

If subcontractors are required, the CONTRACTOR shall provide the DISTRICT with a list of the business names for each subcontractor who may perform work associated with this contract.

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

- A. CONTRACTOR qualifications requirements also apply to subcontractors.
- B. CONTRACTOR shall provide the DISTRICT with Certificates of Liability Insurance from subcontractor, naming the DISTRICT as additional insured with proper endorsements.
- C. The CONTRACTOR shall verify the subcontractor has all required permits, licenses and insurances to perform work as directed by the CONTRACTOR.
- D. Subcontract staff shall only be used when needed to supplement, not replace, existing CONTRACTOR staff.
- E. Subcontract staff shall not be used in key positions such as the Project Manager or Chemist and should only be utilized in positions that can be closely supervised.

A.11.1 List of Subcontractors

CONTRACTOR to provide DISTRICT with subcontractor information.

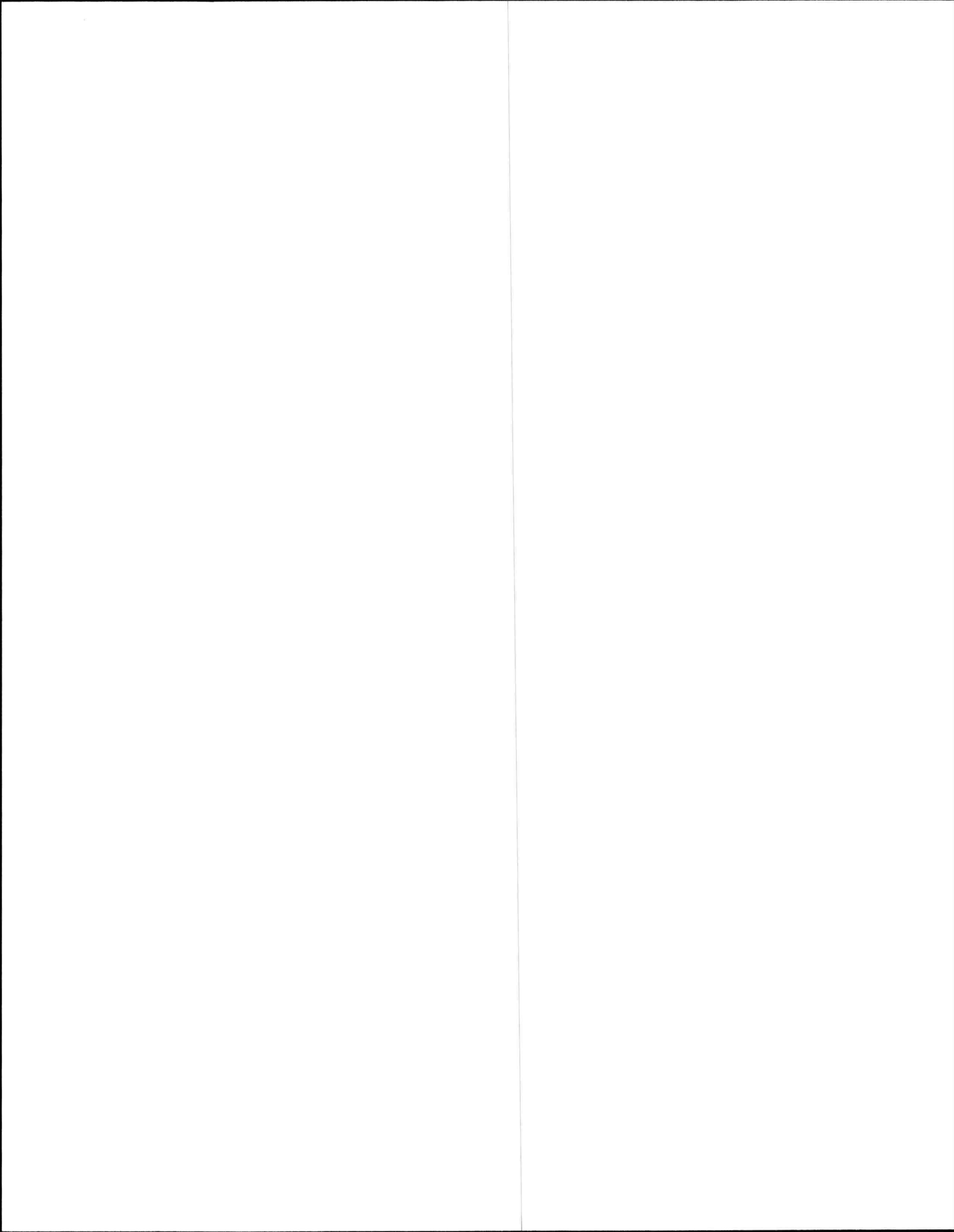
A.11.2 Customer Service and Interaction

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

A.12 REQUIRED LICENSES/CERTIFICATIONS/REGULATIONS

CONTRACTOR shall maintain all required permits, licenses, certificates and adhere to all State of California regulations to transport and or manage DISTRICT waste including RCRA Hazardous Waste, California Only Hazardous Waste, Universal Waste and Non-Hazardous Waste. These licenses, certificates and regulations include but are not limited to the following:

- A.12.1 CONTRACTOR shall be a California registered hauler of Hazardous Waste Material
- A.12.2 United States Department of Transportation Title 49
- A.12.3 Hazardous Materials Certificate of Registration Title 49
- A.12.4 United States Environmental Protection Agency



- A.12.5 EPA ID number with a listed status as: Hazardous Waste Transporter
- A.12.6 State of California Department of Motor Vehicles Motor Carrier Permit; Classification "For Hire"
- A.12.7 Department of California Highway Patrol Hazardous Materials Transportation License
- A.12.8 Business License
- A.12.9 State of California Regulations:
 - Certified Hazardous Substance Removal
 - Title 13 California Code of Regulation
 - California Vehicle Code Section 34500; Trucks Transporting Hazardous Materials
 - State CONTRACTOR Certification for Hazardous Waste Substance Removal; Business and Professions Code Section 7058.7

A.13 REPORTING

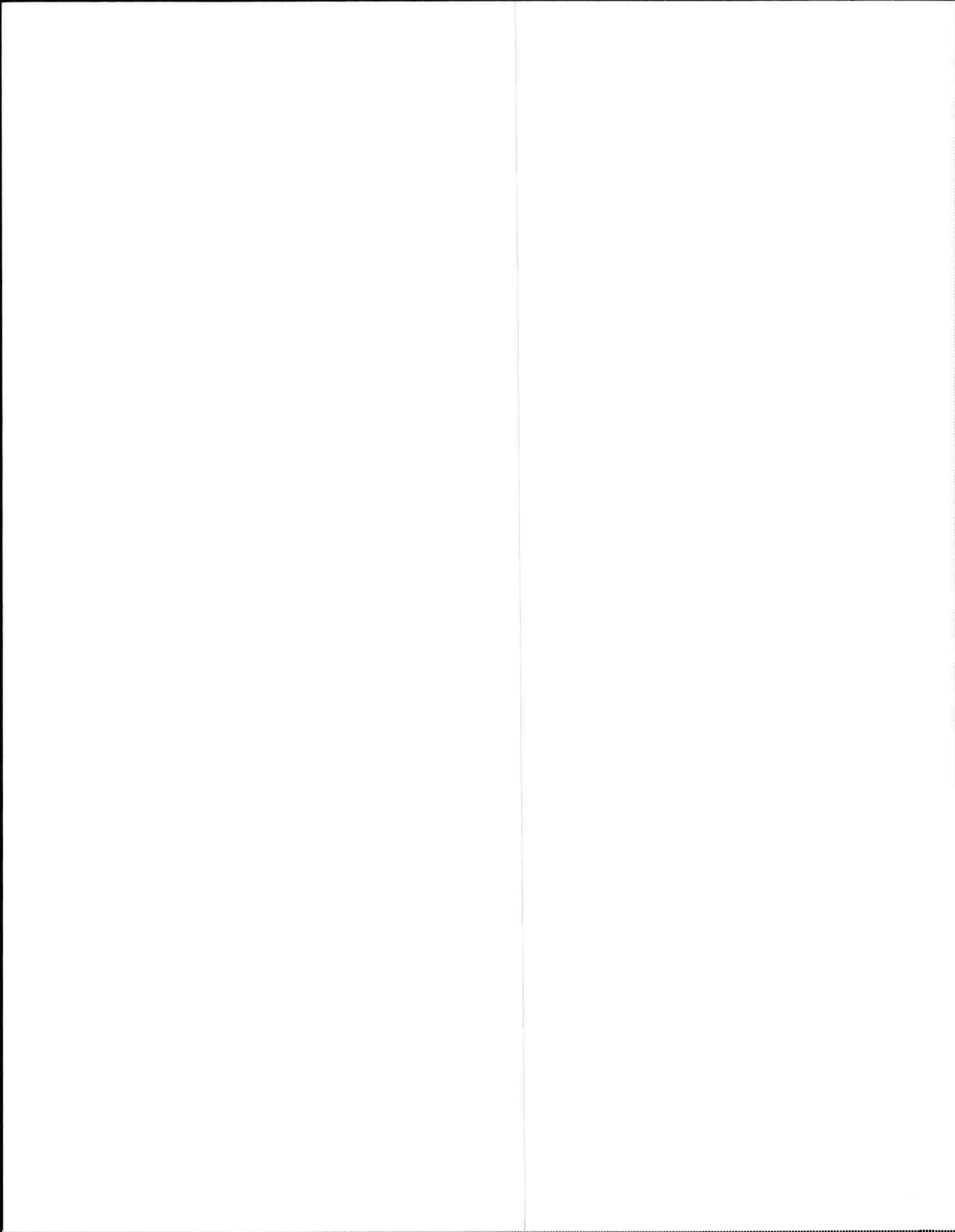
- A.13.1 CONTRACTOR shall provide separate work order forms for each service response, to be included with the invoice to DISTRICT.
- A.13.2 Work orders shall have the following information:
 - A. Specify services performed
 - B. Staff title and hours worked
 - C. Methods and Materials used
 - D. Name and Address of Disposal Facility

A.14 WASTE MANAGEMENT PLAN

A.14.1 The DISTRICT policy is to promote recycling and reuse as disposal options over other disposal methods whenever more than one method is authorized by regulation for a particular type of waste. The CONTRACTOR shall adhere to this policy in providing the services under this Contract. Accordingly, the CONTRACTOR shall utilize the following disposal methods, prioritized from highest to lowest: 1. Recycling/Reuse (treatment may be needed to make waste recyclable), 2. Alternative fuel, 3. Treatment (treatment for acceptable sewer discharge), 4. Bioremediation, 5. Destructive Incineration, 6. Class I Landfill Disposal.

A.14.2 The DISTRICT must approve, in advance, the method of disposal to be used for each waste type. The DISTRICT will not be responsible for disposal costs incurred for unauthorized disposal methods. The CONTRACTOR shall be responsible for any and all liability associated with the use of unauthorized disposal methods.

A.14.3 The CONTRACTOR shall provide DISTRICT a Waste Management Plan (WMP) that provides the following information for DISTRICT's approval:



A.14.3.1 Treatment method for each Hazardous Waste listed in the Exhibit B

A.14.3.2 All interim and final TSDF and recycling facilities the CONTRACTOR will utilize for each HW listed in Exhibit B

A.14.4 The CONTRACTOR shall comply with the DISTRICT's approved WMP to fulfill the requirements of any contract unless the CONTRACTOR has requested a change in writing and obtained advanced written permission from DISTRICT.

A.14.5 The CONTRACTOR shall, within ten (10) business days of notification from DISTRICT, submit an updated Waste Management Plan and waste profile(s) to DISTRICT for any new hazardous waste not listed in Exhibit B for DISTRICT's review and approval.

A.15 PERFORMANCE STANDARDS

A.15.1 Arrival at the designated location at the designated time to perform services.

A.15.2 Readiness to perform services upon arrival at the service location, such as qualified staff arrive with all necessary equipment, personal protective equipment (PPE), materials, and supplies needed to properly perform and complete the services.

A.15.3 Clear communication of service activities (e.g. waste profile status, service date/time).

A.15.4 Accurate preparation of all disposal documentation for the DISTRICT's review and signature at the time of service.

A.15.5 Availability and delivery of materials as requested by the DISTRICT.

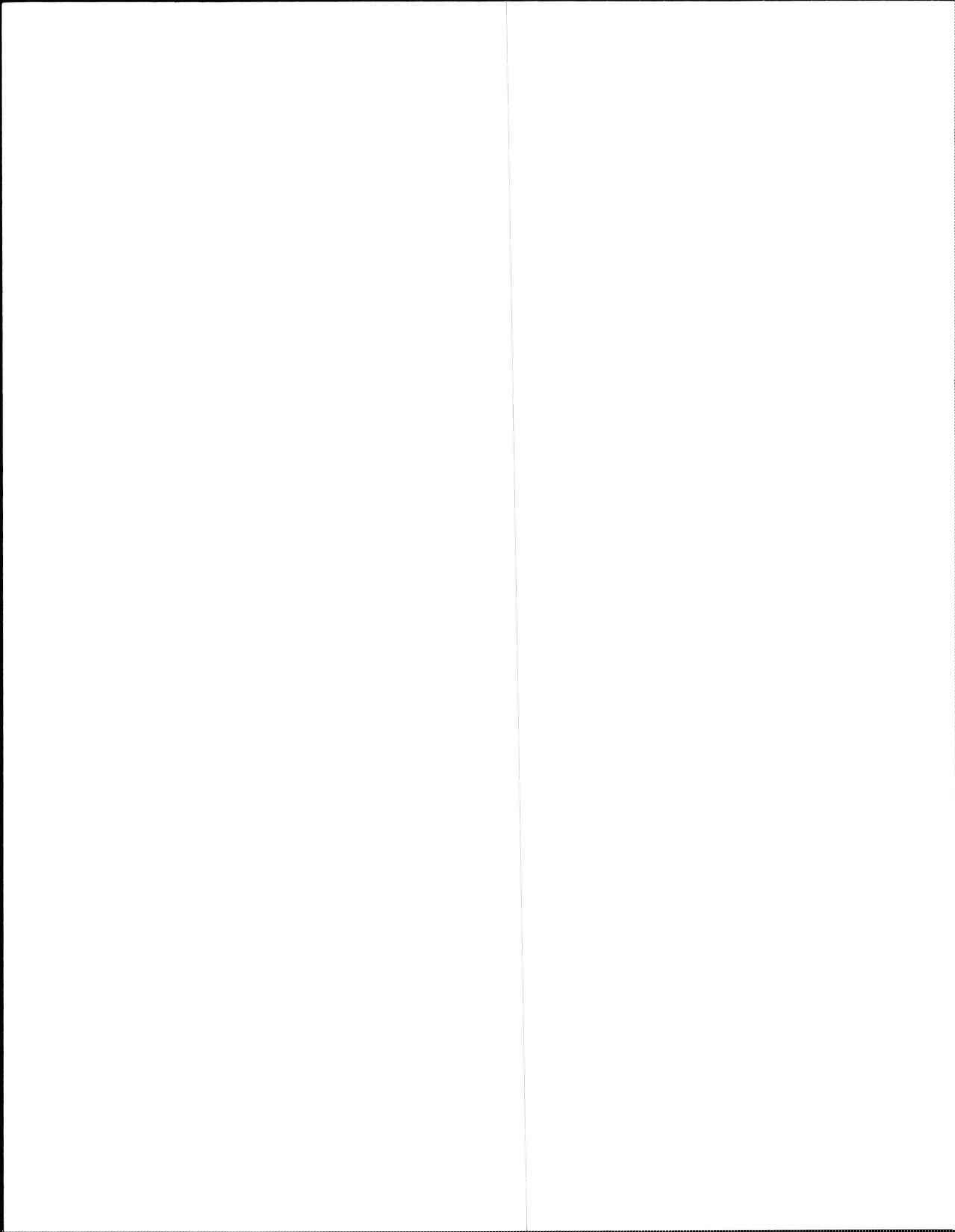
A.15.6 Immediate notice to the DISTRICT of any equipment failure or accident leading to the release of DISTRICT's hazardous materials or waste.

A.15.7 Repeated failure to provide adequate services, supplies and/or equipment resulting in failures or repeated delays may result in the transfer of contract to an alternate CONTRACTOR.

A.15.8 The CONTRACTOR shall be responsible for the professional attitude, demeanor and technical competence of personnel supplied and the coordination of all efforts, and other services furnished by the CONTRACTOR under this contract.

A.16 PERFORMANCE EXPECTATIONS

- A. A performance measurement plan may be developed by Riverside DISTRICT and will be reviewed on a bi-yearly basis.
- B. The CONTRACTOR shall track and document all performance measures identified in the performance measurement plan. Measures shall include, but not limited to the measures listed below.
- C. CONTRACTOR may be asked to develop and distribute, electronically, a monthly summary report showing the current status and 12-month trend of each performance measure.
- D. CONTRACTOR shall attend meetings scheduled by Riverside DISTRICT and present and discuss performance measures.



E. CONTRACTOR shall track all Cost Savings for all orders requested by Riverside DISTRICT and shall report their total Cost Savings on a quarterly basis.

A.16.1 Monthly Summary Report

The CONTRACTOR shall provide a Monthly Summary Report to any requesting departments by the 15th calendar day of each month following the previous month in which services were provided. The report shall include the following Performance Measures, but is not limited to:

- A. Safety:
- B. Quality of Service:
- C. On-Time Pick-up:
- D. DBE/Sustainability:

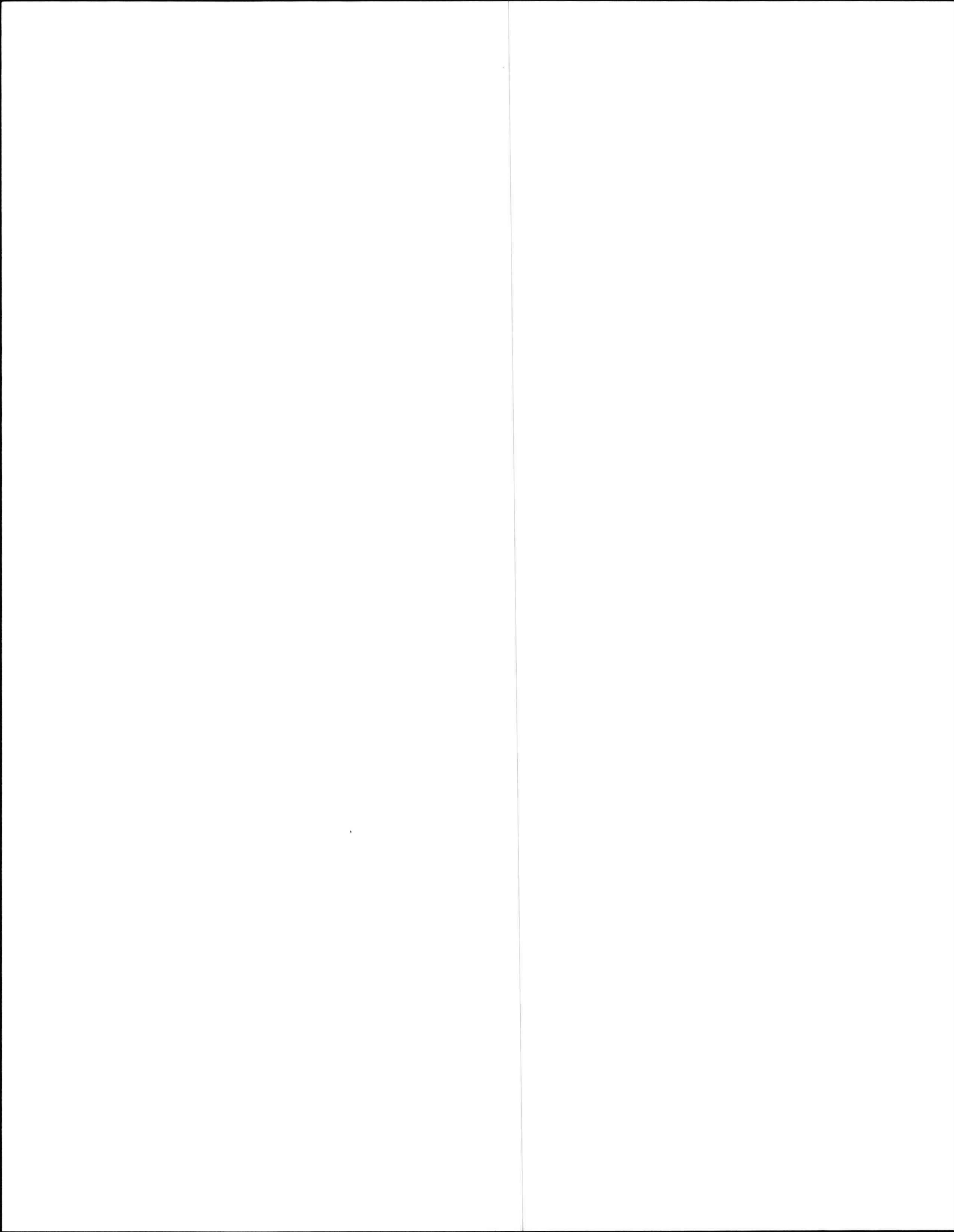
A.16.2 Failure to Report

CONTRACTOR shall document and report to all departments for services rendered. The CONTRACTOR shall submit the report within 30 business days following the request from any department.

EXHIBIT B
PAYMENT PROVISIONS

B.1 PRICING

The total payments to CONTRACTOR within the term of this Agreement shall not exceed: Three Hundred Thousand Dollars (\$300,000).

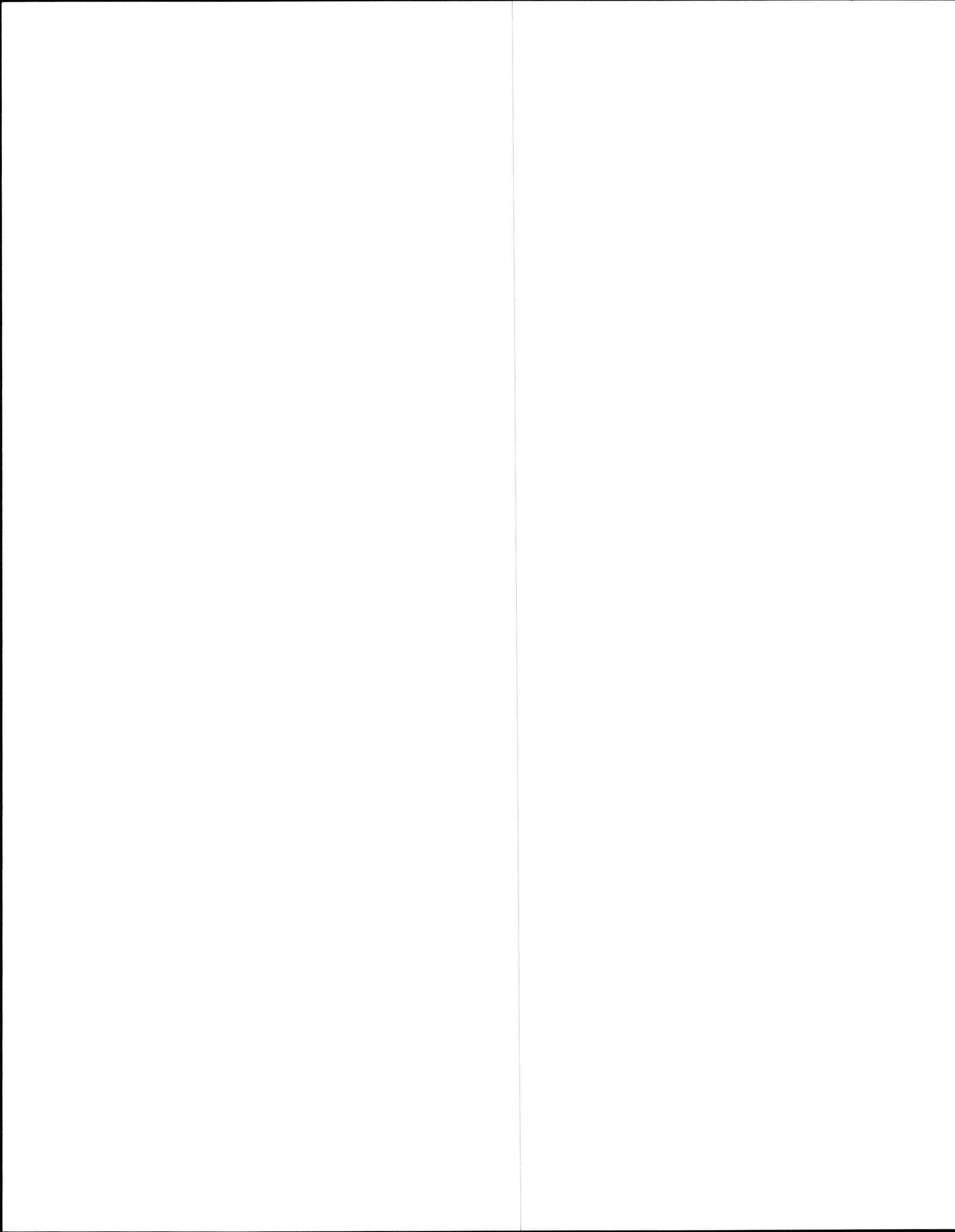


B.2 Expenses incurred, and compensation shall be paid in accordance with an invoice submitted to DISTRICT. The DISTRICT shall pay the acceptable invoice within thirty (30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

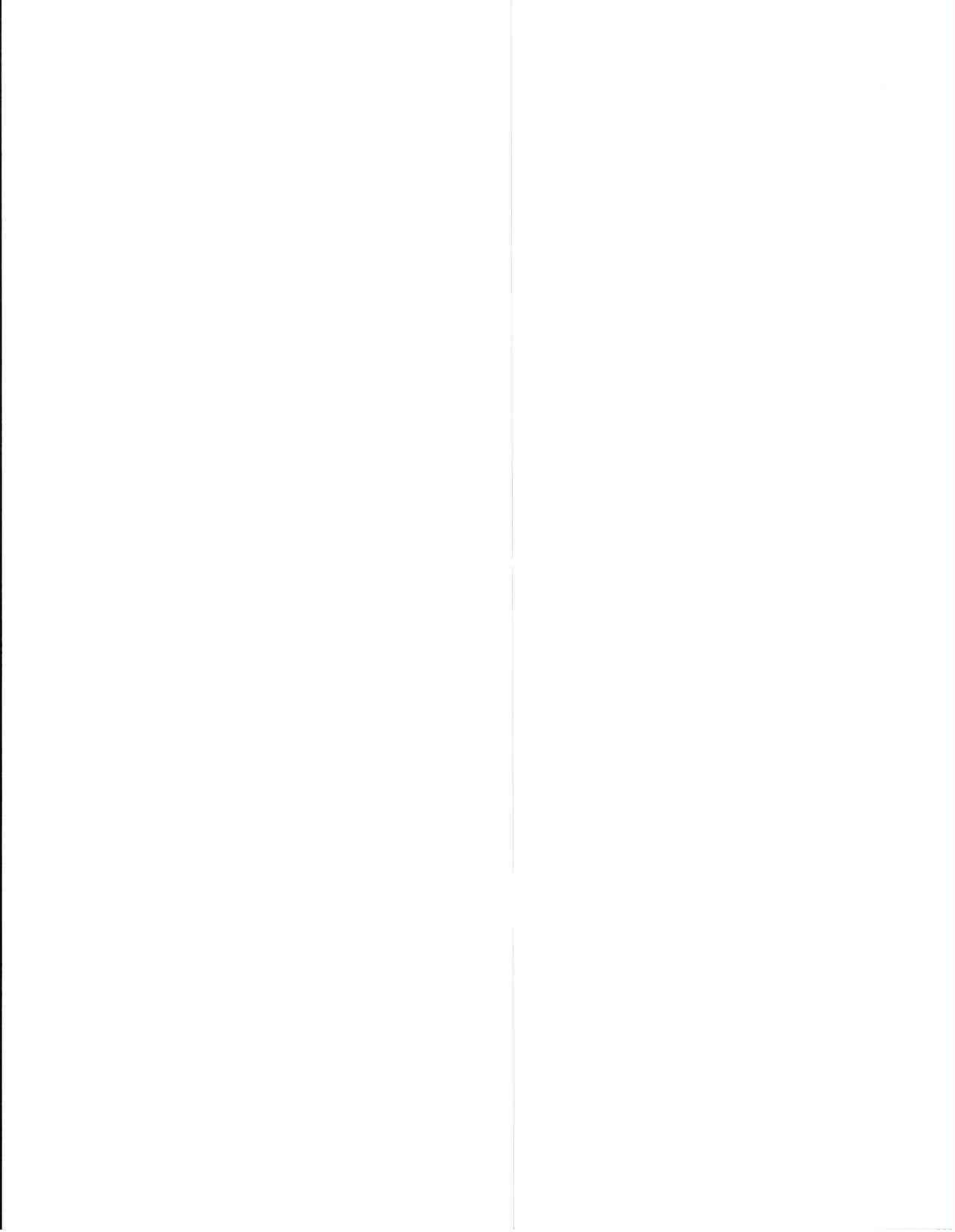
B.3 [RESERVED]

B.4 LINE-ITEM SERVICE RATES TABLE

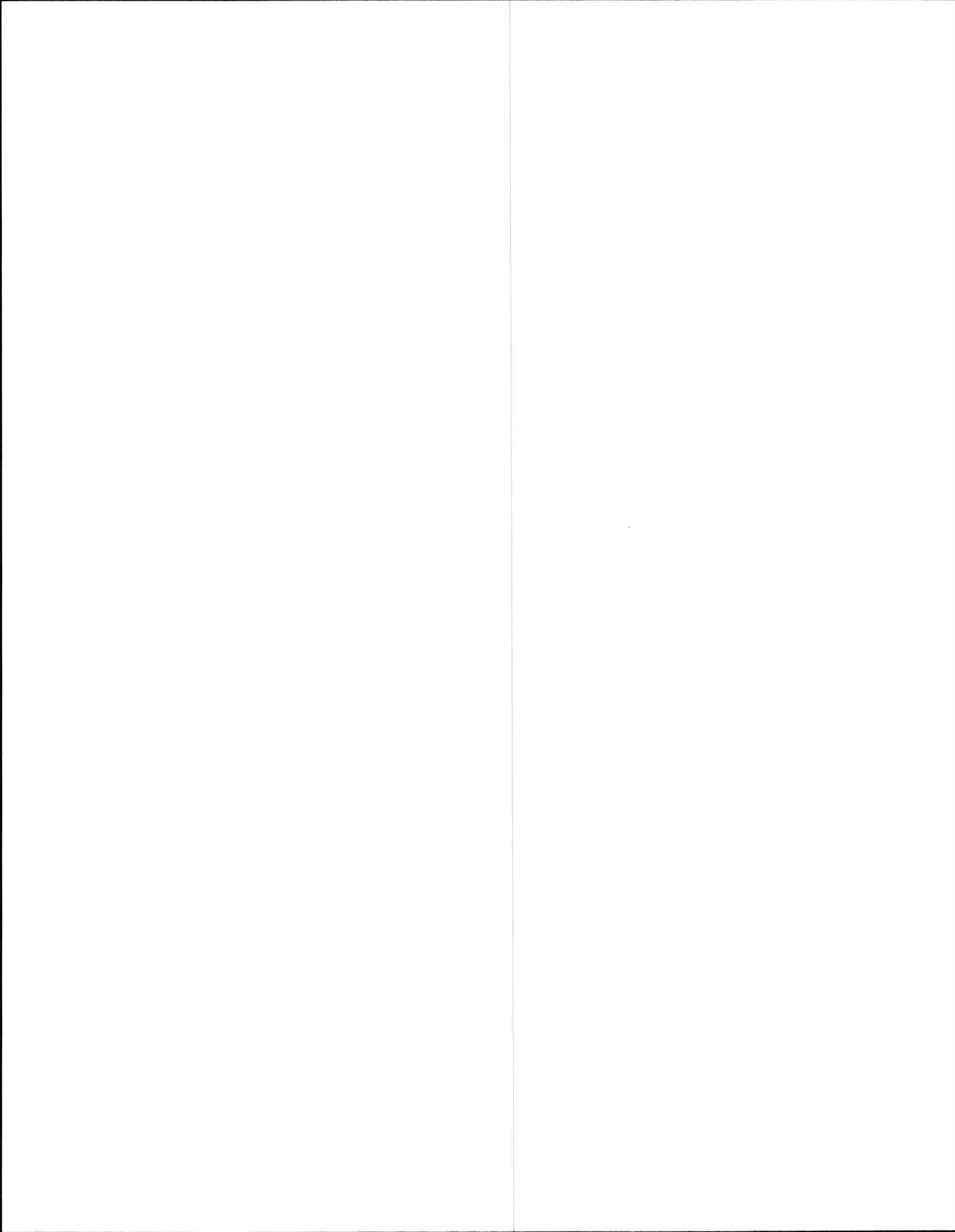
Waste Category	WM M*	PM**	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Acidic, Liquid/Solid, Inorganic	DI	VARIOUS	N/A*	\$4.00	\$5.00	\$7.00	\$8.00	\$18.00	\$4.00	\$4.00	GALLON
Acidic, Liquid/Solid, Organic	DI	VARIOUS	N/A*	\$4.00	\$5.00	\$7.00	\$8.00	\$18.00	\$4.00	\$4.00	GALLON
Aerosols	DI	VARI	N/A*	\$4.00	\$4.00	\$4.00	\$8.00	\$10.00	\$4.00	\$4.00	POUND 2
Ammunition	N	VARIOUS	N/A**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SEE COMME
Antifreeze	R	VARI	*	*	\$4.00	\$5.00	\$5.00	\$12.00	*	*	GALLON
Asbestos – friable	LF	VARIOUS	\$2.00	\$2.00	\$2.00	\$3.00	\$3.00	\$3.00	\$2.00	\$2.00	POUND 2
Asbestos – Non-friable	LF	VARIOUS	\$2.00	\$2.00	\$2.00	\$3.00	\$3.00	\$3.00	\$2.00	\$2.00	POUND 2
Basic, Liquid, Solid, Inorganic	DI	VARIOUS	*	\$4.00	\$5.00	\$7.00	\$8.00	\$18.00	\$4.00	\$4.00	GALLON
Basic, Liquid, Solid, Organic	DI	VARIOUS	*	\$4.00	\$5.00	\$7.00	\$8.00	\$18.00	\$4.00	\$4.00	GALLON
Batteries, Lead Acid – Intact (Automotive)	R	VARIOUS	*	\$1.00	\$1.00	\$1.00	\$1.00	\$2.00	\$1.00	\$1.00	POUND 2
Damaged Lead Acid Batteries (Automotive)	R	VARIOUS	*	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	POUND 2
Batteries, Lead Acid (sealed)	R	VARIOUS	*	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	POUND 2



Waste Category	WM M*	PM**	CONTAINER TYPE								Disposal/ Recycling Cost per Unit	
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²		
Batteries - Rechargeable	R	VARIOUS	*	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	POUND 2
Batteries - Alkaline	R	VARIOUS	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	POUND 2
Batteries - Lithium	R	VARIOUS	**	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	POUND 2
Batteries - mixed (rechargeable & alkaline)	R	VARIOUS	**	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	POUND 2
Broken CRT Glass	LF	VARIOUS	\$1.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	POUND 2
Butane Lighters	DI	VARIOUS	**	*	\$5.00	\$5.00	\$7.00	\$12.00	**	**	**	POUND 2
Butane Lighters	FI	VARIOUS	**	*	\$5.00	\$5.00	\$7.00	\$12.00	**	**	**	POUND 2
Compressed Gas Cylinders: MAPP /gas	FI	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$160 EACH CYLINDER
Compressed Gas Cylinders: CFCs	R	VARIOUS	**	*	*	*	*	*	*	*	*	SEE COMMENTS 3
Contaminated Oil		LP	*	\$4.00	\$5.00	\$6.00	\$6.00	\$6.00	\$4.00	\$4.00	\$4.00	GALLON
Neutral Oxidizer	DI	VARIOUS	**/*	\$4.00	\$5.00	\$7.00	\$8.00	\$18.00	\$4.00	\$4.00	\$4.00	GALLON
Cyanide, Liquid/Solid	DI	VARIOUS	**/*	\$10.00	\$10.00	\$10.00	\$12.00	\$18.00	\$4.00	\$4.00	\$4.00	POUND 2
Dry Absorbent & Used Rags (mixed)		VARIOUS	\$0.50	\$0.75	\$1.50	\$1.50	\$1.50	\$2.00	\$0.75	\$0.75	\$0.75	POUND 2
Dry Sweep & Used Rags (mixed)		VARIOUS	\$0.50	\$0.75	\$1.50	\$1.50	\$1.50	\$2.00	\$0.75	\$0.75	\$0.75	POUND 2
Empty Drum, Non-RCRA (greater than 5 gallon in size)	R	VARIOUS	N/A	N/A	\$15.00	\$10.00	\$5.00	\$5.00	N/A	N/A	N/A	EACH

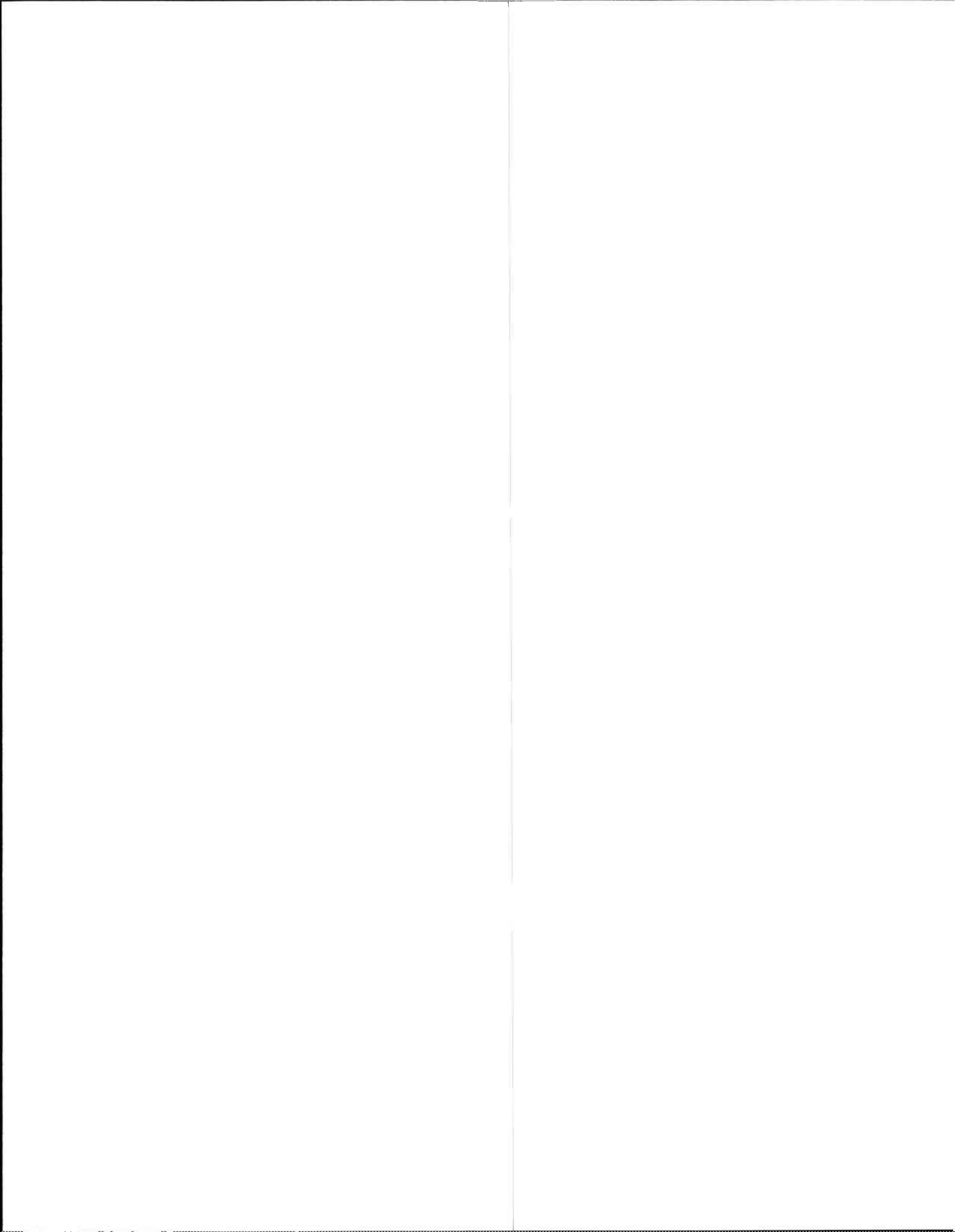


Waste Category	WM M*	PM**	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Explosive Devices & Chemicals	N	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SEE COMMENTS 1
Flammable Liquid	DI	VARIOUS	*	\$5.00	\$5.00	\$7.00	\$10.00	\$14.00	\$5.00	\$5.00	GALLON
Flammable Liquid, Toxic	DI	VARIOUS	*	\$5.00	\$5.00	\$7.00	\$10.00	\$14.00	\$5.00	\$5.00	GALLON
Flammable Solid	DI	VARIOUS	N/A	\$5.00	\$5.00	\$7.00	\$10.00	\$14.00	\$5.00	\$5.00	POUND 2
Fluorescent Bulbs - CFL	R	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3.00 PER BULB
Fluorescent (Bulbs & U-Shape)	R	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3.00 PER BULB
Fluorescent Tubes (Linear foot)	R	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.14 PER BULB
Fluorescent Lights (Crushed/Broken)	R	VARIOUS	*	\$2.00	\$3.00	\$3.00	\$7.00	\$12.00	\$2.00	\$2.00	POUND 2
Fluorescent Bulbs (HID)	R	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3.00 PER BULB
Fluorescent - Mercury Vapor	R	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3.00 PER BULB
Fluorescent - Neon	R	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$5.00 PER BULB
Fluorescent - Sodium	R	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$5.00 PER BULB
Freon (aerosol can size)	DI	VARIOUS	*	\$4.00	\$4.00	\$4.00	\$8.00	\$10.00	\$4.00	\$4.00	POUND 2
Fuel Filters	R	VARIOUS	*	\$1.25	\$1.50	\$1.50	\$2.00	\$5.00	\$1.25	\$1.25	POUND 2
Fusee (Road Flares)	DI	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$9.75 PER POUND 2
Ink Cartridges	R	VARIOUS	\$0.50	\$0.75	\$1.50	\$1.50	\$1.50	\$2.00	\$0.75	\$0.75	POUND 2



Waste Category	WM M*	PM**	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Latex Paint	R	VARIOUS	*	\$2.00	\$3.00	\$4.00	\$5.00	\$12.00	\$2.00	\$2.00	GALLON
Latex Paint	DI	VARIOUS	*	\$2.00	\$3.00	\$4.00	\$5.00	\$12.00	\$2.00	\$2.00	GALLON
Latex Paint (PCB Contaminated)	DI	VARIOUS	*	\$8.00	\$12.00	\$14.00	\$16.00	\$18.00	\$8.00	\$8.00	GALLON
Lead Paint Waste	DI	VARIOUS	*	\$3.00	\$5.00	\$7.00	\$10.00	\$15.00	\$3.00	\$3.00	GALLON
Mercury Compounds	DI	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$7.50 PER POUND 2
Mercury, Elemental	R	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$7.50 PER POUND 2
Mercury Switches	R	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$7.50 PER POUND 2
Mercury Containing Devices (specify any)	R	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$7.50 PER POUND 2
Nitric Acid	N	VARIOUS	*	\$5.00	\$6.00	\$7.00	\$10.00	\$15.00	\$5.00	\$5.00	GALLON
Non PCB Ballasts/Transformers	R	VARIOUS	\$2.00	\$4.00	\$5.00	\$6.00	\$8.00	\$12.00	\$4.00	\$4.00	POUND 2
Non RCRA Liquids/Solids	DI	VARIOUS	\$1.50*	\$1.75	\$2.50	\$2.50	\$2.50	\$3.00	\$1.75	\$1.75	POUND 2
	LF	VARIOUS	\$0.50*	\$0.75	\$1.50	\$1.50	\$1.50	\$2.00	\$0.75	\$0.75	POUND 2
Non-RCRA Semi-Solids	DI	VARIOUS	\$1.50*	\$1.75	\$2.50	\$2.50	\$2.50	\$3.00	\$1.75	\$1.75	POUND 2
	LF	VARIOUS	\$0.50*	\$0.75	\$1.50	\$1.50	\$1.50	\$2.00	\$0.75	\$0.75	POUND 2
Non-RCRA Oily Liquids/Solids	DI	VARIOUS	\$1.50*	\$1.75	\$2.50	\$2.50	\$2.50	\$3.00	\$1.75	\$1.75	POUND 2
	LF	VARIOUS	\$0.50*	\$0.75	\$1.50	\$1.50	\$1.50	\$2.00	\$0.75	\$0.75	POUND 2
Oil Soaked Mats, Booms and Debris	DI	VARIOUS	\$1.50**	\$1.75	\$2.50	\$2.50	\$2.50	\$3.00	\$1.75	\$1.75	POUND 2
	LF	VARIOUS	\$0.50**	\$0.75	\$1.50	\$1.50	\$1.50	\$2.00	\$0.75	\$0.75	POUND 2

Waste Category	WM M*	PM**	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Oil Filters (uncrushed)	R	VARIOUS	\$1.50**	\$1.75	\$2.50	\$2.50	\$2.50	\$3.00	\$1.75	\$1.75	POUND 2
Oil Filters (crushed)	R	VARIOUS	0.50**	\$0.75	\$1.50	\$1.50	\$1.50	\$2.00	\$0.75	\$0.75	POUND 2
Oil Base Paint	FI/DI	VARIOUS	*	\$5.00	\$5.00	\$7.00	\$10.00	\$14.00	\$5.00	\$5.00	GALLON
Organic Peroxide, Type D, Liquid/Solid	DI	VARIOUS	**/*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$9 PER POUND 2
Oxidizing Liquid/Solid, Acidic	DI	VARIOUS	**/*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$9 PER POUND 2
Oxidizing Liquid/Solid, Basic	DI	VARIOUS	**/*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$9 PER POUND 2
Oxidizing Liquid/Solid, Neutral	DI	VARIOUS	**/*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$9 PER POUND 2
Paint Related Material	FI/DI	VARIOUS	*	\$5.00	\$5.00	\$7.00	\$10.00	\$14.00	\$5.00	\$5.00	GALLON
PCB Ballast/Transformers	R	VARIOUS	*	\$3.00	\$5.00	\$7.00	\$8.00	\$10.00	\$3.00	\$3.00	POUND 2
	LF	VARIOUS	*	\$1.50	\$2.50	\$3.50	\$4.00	\$5.00	\$1.50	\$1.50	POUND 2
Photo Fix / Developer		VARIOUS	*	\$4.00	\$5.00	\$7.00	\$8.00	\$18.00	\$4.00	\$4.00	GALLON
Propane & Butane Cylinders (BBQ Style)	R	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$125 PER CYLINDER
Propane & Butane Cylinders (small Coleman style)	R	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$80 PER CYLINDER
Radioactive (low grade)	N	VARIOUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SEE COMMENTS 1



Waste Category	WM M*	PM**	CONTAINER TYPE								Disposal/ Recycling Cost per Unit	
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²		
Self-Heating Substances	DI	VARIABLE	**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$20 PER POUND 2
Sharps (Home Generated)	DI	VARIABLE	**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$20 PER POUND 2
Treated Wood Waste	L	VARIABLE	\$0.50	\$0.75	\$1.50	\$1.50	\$1.50	\$2.00	\$0.50	\$0.50		POUND 2
Toxic Liquid, Flammable	DI	VARIABLE	*	\$5.00	\$5.00	\$7.00	\$10.00	\$14.00	\$5.00	\$5.00		GALLON
Toxic/Liquid Solid	DI	VARIABLE	*	\$5.00	\$5.00	\$7.00	\$10.00	\$14.00	\$5.00	\$5.00		GALLON
Used Motor Oil	R	VARIABLE	*	\$2.00	\$3.00	\$4.00	\$5.00	\$12.00	\$2.00	\$2.00		GALLON
Used Oil (Pump out services)	R	VARIABLE	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A		\$0.89 PER GALLON
Used Motor Oil Contaminated with Chlorinated Substances	DI	VARIABLE	*	\$5.00	\$5.00	\$7.00	\$10.00	\$14.00	\$5.00	\$5.00		GALLON
Used Motor Oil and diesel Mixtures	FI	VARIABLE	*	\$5.00	\$5.00	\$7.00	\$10.00	\$14.00	\$5.00	\$5.00		GALLON
	DI	VARIABLE	*	\$5.00	\$5.00	\$7.00	\$10.00	\$14.00	\$5.00	\$5.00		GALLON
	R	VARIABLE	*	\$5.00	\$5.00	\$7.00	\$10.00	\$14.00	\$5.00	\$5.00		GALLON
Water Reactive Liquid/Solid	DI	VARIABLE	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A		\$7.50 PER POUND 2

B.5 SUPPLEMENTAL PRICING FORMAT FOR OTHER HAZARDOUS WASTE

	PRICE PER CONTAINER SIZE
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Waste Category	WMM*	PM**	5 gal	16 gal	30 gal	55 gal	CQB	CYB	Disposal/Recycling Cost per Unit
Radioactive (low level)			N/A	N/A	N/A	N/A	N/A	N/A	SEE COMMENTS 1
Ammunition			N/A	N/A	N/A	N/A	N/A	N/A	SEE COMMENTS 1
Explosive devices and chemicals			N/A	N/A	N/A	N/A	N/A	N/A	SEE COMMENTS 1
Non-Friable Asbestos			\$3.00	\$3.00	\$3.00	\$2.00	\$2.00	\$2.00	POUND 2
Marine Flares			N/A	N/A	N/A	N/A	N/A	N/A	\$9.75 PER POUND 2
Medical Waste			N/A	N/A	N/A	N/A	N/A	N/A	\$7.50 PER POUND 2,4
Contaminated Soils	L		\$2.00	\$1.50	\$1.50	\$1.50	\$0.75	\$0.75	SEE COMMENTS 5

Waste Category	WMM*	PM**	Disposal/Recycling Cost per Unit
Steam Cleaner Pit Clarifier Sludge (2,000 gallon Tank)			\$0.89/gallon
Cathode Ray Tubes (CRTs)/ CRT Devices	LF		\$0.50/pound
Consumer Electronic Devices	R		\$50.00/each
Devices with LCD screens	R		\$50.00/each
Devices with Plasma Screens	R		\$50.00/each
Refrigerators	R		\$100.00/each
Air Conditioner units	R		\$50.00/each
Microwaves	R		\$50.00/each

B.6. COMPRESSED GAS CYLINDERS

		Transportation and Disposal Rate				
Pressurized Gas	Disposal Method	3" x 13" Lecture	4" x 24" Small	12" x 36" Medium	10" x 52" Large	16" x 54" X-Large
Acetylene	R	\$160.00	\$300.00	\$750.00	\$850.00	CASE BY CASE
Ammonia	N	\$200.00	\$350.00	\$550.00	\$850.00	CASE BY

						CASE
Butane	R	\$170.00	\$300.00	\$725.00	CASE BY CASE	CASE BY CASE
Carbon Dioxide	R	\$100.00	\$135.00	\$150.00	\$180.00	CASE BY CASE
Chlorine	N	\$200.00	\$350.00	\$535.00	\$850.00	CASE BY CASE
Freon	R	\$175.00	\$300.00	\$750.00	\$1,075.00	CASE BY CASE
Dichlorofluoromethane	R	\$575.00	\$875.00	\$1,875.00	CASE BY CASE	CASE BY CASE
Hydrogen	R	\$175.00	\$275.00	\$750.00	CASE BY CASE	CASE BY CASE
Methane	R	\$175.00	\$275.00	\$750.00	CASE BY CASE	CASE BY CASE
Nitrogen	R	\$100.00	\$135.00	\$150.00	\$175.00	CASE BY CASE
Pressurized Gas	Disposal Method	3" x 13" Lecture	4" x 24" Small	12" x 36" Medium	10" x 52" Large	16" x 54" X-Large
Oxygen	R	\$100.00	\$135.00	\$150.00	\$175.00	CASE BY CASE
Propylene	R	\$175.00	\$300.00	\$750.00	CASE BY CASE	CASE BY CASE
Propane	R	\$105.00	\$115.00	\$125.00	\$150.00	\$175.00
Unknown Contents	DI	CASE BY CASE	CASE BY CASE	CASE BY CASE		
Empty Cylinders	R	\$50.00	\$50.00	\$50.00	\$75.00	\$100.00

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

B.7. KEY

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

1 CQB = conquest box/55 gallon fiber board box

2 CYB = cubic yard fiber board box

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

Transportation and disposal costs shall be inclusive of the costs of shipping documents; DOT placards, liners, labels and marking; shipping pallets and other packaging materials, transportation, fuel surcharges, and disposal/treatment/recycling cost per each waste type and disposal method. CONTRACTOR shall

provide information on any special cost, packaging requirements or exemptions allowed by the DOT or CONTRACTOR's TSDFs.

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

B.8. PRICING FOR MATERIALS, SUPPLIES, AND MISCELLANEOUS ITEMS

Item	Pricing by Container Material Type / Each					(specify)	Notes	
	Metal		Poly		Fiber			Other
	New	Recon ¹	New	Recon				
5-gallon drum – open top	\$35.00	\$25.00	\$25.00	\$20.00	N/A		FIBER NO DOT	
5-gallon drum – closed top	\$15.00	\$15.00	\$20.00	\$20.00	N/A		FIBER NO DOT	
5-gallon drum – screw top	N/A	N/A	\$20.00	\$20.00	N/A		FIBER NO DOT	
10 – gallon drum – open top	\$70.00	N/A	\$45.00	N/A	N/A		FIBER NO DOT	
15 – gallon drum – open top	\$60.00	\$50.00	\$45.00	\$40.00	N/A		FIBER NO DOT	
16 gallon drum – open top ²	\$50.00	\$35.00	\$45.00	\$25.00	N/A		FIBER NO DOT	
16 gallon drum – closed top ²	\$60.00	\$55.00	\$45.00	\$25.00	N/A		FIBER NO DOT	
30 gallon drum open top	\$60.00	\$40.00	\$50.00	\$25.00	N/A		FIBER NO DOT	
30 gallon drum – closed top	\$50.00	\$35.00	\$45.00	\$25.00	N/A		FIBER NO DOT	
55 gallon drum – open top	\$60.00	\$60.00	\$60.00	\$35.00	N/A		FIBER NO DOT	
55 gallon drum – closed top	\$50.00	\$35.00	\$40.00	\$25.00	N/A		FIBER NO DOT	
85 gallon drum overpack	\$135.00	\$95.00	\$135.00	\$95.00	N/A		CARDBOARD ONLY	
Cubic Yard Box – DOT	N/A	N/A	N/A	N/A	N/A	\$95.00	CARDBOARD ONLY	

Item	Pricing by Container Material Type / Each						Notes
	Metal		Poly		Fiber	Other	
	New	Recon ¹	New	Recon		(specify)	
Cubic Yard Box – Non-DOT	N/A	N/A	N/A	N/A	N/A	\$75.00	FIBER NO DOT
Fiber Board box (55 gallon)	N/A	N/A	N/A	N/A	N/A	\$45.00	NOT DOT
85-gallon Over pack drum	\$135.00	\$95.00	\$135.00	\$95.00	N/A		FIBER NO DOT
Fluorescent light box – 4 foot (small capacity box)	N/A	N/A	N/A	N/A	N/A	\$7.50/ CARDBOARD BOX	\$55/LAMP DRUM
Fluorescent light box – 4 foot (large capacity box)	N/A	N/A	N/A	N/A	N/A	\$7.50/ CARDBOARD BOX	\$55/LAMP DRUM
Fluorescent light box – 8 foot (small capacity box)	N/A	N/A	N/A	N/A	N/A	\$7.50/ CARDBOARD BOX	\$55/LAMP DRUM
Fluorescent light box – 8 foot (large capacity box)	N/A	N/A	N/A	N/A	N/A	\$7.50/ CARDBOARD BOX	\$55/LAMP DRUM
Absorbent Pads	N/A	N/A	N/A	N/A	N/A	\$145/BOX	100 PADS/BOX
Ultrasorb (or equivalent spill cleanup absorbent)	N/A	N/A	N/A	N/A	N/A	\$17/BAG	\$1200/80 BAG PALLET
Vermiculite	N/A	N/A	N/A	N/A	N/A	\$30/BAG	\$1000/39 BAG PALLET
Pill Box – PG 1 Rated	N/A	N/A	N/A	N/A	N/A		DEPENDS ON SIZE
Visqueen/Poly Sheeting – 6 mil	N/A	N/A	N/A	N/A	N/A		\$185/ROLL
20-yard roll-off container	N/A	N/A	N/A	N/A	N/A		\$400/MONTH
40-yard roll-off container	N/A	N/A	N/A	N/A	N/A		\$400/MONTH

¹ Recon. - Reconditioned

² Or equivalent size

B.9. SUPPLEMENTAL MATERIALS PRICING

Supplemental Materials	Unit Cost	Unit of Measure	Notes
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Absorbent Pads	\$145.00	BOX	100 PER BOX
Cubic Yard Box – used	\$75.00	EACH	
Drum Liners – 5 gallon	\$5.00	EACH	
Drum Liners – 16 gallon ¹	\$10.00	EACH	
Drum Liners – 30 gallon	\$15.00	EACH	
Drum Liners – 55 gallon	\$15.00	EACH	
Fiber Board Box Liners – 55 gallon	\$15.00	EACH	
Fiber Board Box Liners – CYB	\$15.00	EACH	
Equipment/Materials Not Otherwise Specified	N/A	N/A	CASE BY CASE

B.10. SERVICES

Services	Unit of Measure	Unit Cost	Notes
Solvent Tank Rental & Service	30 gallon	N/A	CASE BY CASE
Field Sample Testing (When Required)	Test	\$150.00	DEPENDS UPON TEST
Analytical Sample Testing (When Required)	Test	\$350.00	DEPENDS UPON TEST
Truck Wash Out – Contaminated Load	Load	\$150.00	PLUS DISPOSAL FEES

B.11. NON-STANDARD SERVICES (EMERGENCY RESPONSE AND OTHER SERVICES)

CONTRACTOR did not bid for Non-Standard Services. The above section does not apply to this Agreement.

B.12. REMOVAL/TRANSPORTATION DISPOSAL FACILITY

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Acidic, Liquid/Solid, Inorganic	DI		US ECOLOGY
Acidic, Liquid/Solid, Organic	DI		US ECOLOGY
Aerosols	DI		US ECOLOGY

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Ammunition	N		N/A
Antifreeze	R		AA SYDCOL
Asbestos – friable	LF		AA SYDCOL
Asbestos – Non-friable	LF		AA SYDCOL
Basic, Liquid, Solid, Inorganic	DI		US ECOLOGY
Basic, Liquid, Solid, Organic	DI		US ECOLOGY
Batteries, Lead Acid – Intact (Automotive)	R		US ECOLOGY
Damaged Lead Acid Batteries (Automotive)	R		US ECOLOGY
Batteries, Lead Acid (sealed)	R		US ECOLOGY
Batteries - Rechargeable	R		US ECOLOGY
Batteries – Alkaline	R		US ECOLOGY
Batteries - Lithium	R		US ECOLOGY
Batteries – mixed (rechargeable & alkaline)	R		US ECOLOGY
Broken CRT Glass	LF		US ECOLOGY
Butane Lighters	DI		CLEAN EARTH
Butane Lighters	FI		CLEAN EARTH
Compressed Gas Cylinders: MAPP /gas	FI		SET
Compressed Gas Cylinders: CFCs	R		SET
Contaminated Oil			VEOLIA
Neutral Oxidizer	DI		US ECOLOGY
Cyanide, Liquid/Solid	DI		US ECOLOGY
Dry Absorbent & Used Rags (mixed)			AA SYDCOL

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Dry Sweep & Used Rags (mixed)			AA SYDCOL
Empty Drum, Non-RCRA (greater than 5 gallon in size)	R		AA SYDCOL
Explosive Devices & Chemicals	N		N/A
Flammable Liquid	DI		VEOLIA
Flammable Liquid, Toxic	DI		VEOLIA
Flammable Solid	DI		VEOLIA
Fluorescent Bulbs - CFL	R		LIGHTING RESOURCES INC.
Fluorescent (Bulbs & U-Shape)	R		LIGHTING RESOURCES INC.
Fluorescent Tubes (Linear foot)	R		LIGHTING RESOURCES INC.
Fluorescent Lights (Crushed/Broken)	R		LIGHTING RESOURCES INC.
Fluorescent Bulbs (HID)	R		LIGHTING RESOURCES INC.
Fluorescent – Mercury Vapor	R		LIGHTING RESOURCES INC.
Fluorescent - Neon	R		LIGHTING RESOURCES INC.
Fluorescent - Sodium	R		LIGHTING RESOURCES INC.
Freon (aerosol can size)	DI		CFC
Fuel Filters	R		VEOLIA
Fusee (Road Flares)	DI		CLEAN EARTH
Ink Cartridges	R		AA SYDCOL
Latex Paint	R		AA SYDCOL
Latex Paint	DI		AA SYDCOL

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Latex Paint (PCB Contaminated)	DI		AA SYDCOL
Lead Paint Waste	DI		US ECOLOGY
Mercury Compounds	DI		CLEAN EARTH
Mercury, Elemental	R		CLEAN EARTH
Mercury Switches	R		CLEAN EARTH
Mercury Containing Devices (specify any exclusions)	R		CLEAN EARTH
Nitric Acid	N		US ECOLOGY
Non PCB Ballasts/Transformers	R		US ECOLOGY
Non RCRA Liquids/Solids	DI		AA SYDCOL
Non RCRA Liquids/Solids	LF		AA SYDCOL
Non-RCRA Semi-Solids	DI		AA SYDCOL
Non-RCRA Semi-Solids	LF		AA SYDCOL
Non-RCRA Oily Liquids/Solids	DI		AA SYDCOL
	LF		AA SYDCOL
Oil Soaked Mats, Booms and Debris	DI		AA SYDCOL
	LF		AA SYDCOL
Oil Filters (uncrushed)	R		AA SYDCOL
Oil Filters (crushed)	R		AA SYDCOL
Oil Base Paint	FI		VEOLIA
Oil Base Paint	DI		VEOLIA
Organic Peroxide, Type D, Liquid/Solid	DI		CLEAN EARTH

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Oxidizing Liquid/Solid, Acidic	DI		US ECOLOGY
Oxidizing Liquid/Solid, Basic	DI		US ECOLOGY
Oxidizing Liquid/Solid, Neutral	DI		US ECOLOGY
Paint Related Material	FI		VEOLIA
Paint Related Material	DI		VEOLIA
PCB Ballast/Transformers	R		US ECOLOGY
PCB Ballast/Transformers	LF		US ECOLOGY
Photo Fix / Developer Mix			US ECOLOGY
Propane & Butane Cylinders (BBQ Style)	R		SET
Propane & Butane Cylinders (small Coleman style)	R		SET
Radioactive (low grade)	N		N/A
Self-Heating Substances	DI		CLEAN EARTH
Sharps (Home Generated)	DI		CLEAN HARBORS
Treated Wood Waste	L		US ECOLOGY
Toxic Liquid, Flammable	DI		VEOLIA
Toxic/Liquid Solid	DI		VEOLIA
Used Motor Oil	R		DEMENNO KERDOON
Used Oil (Pump out services)	R		DEMENNO KERDOON
Used Motor Oil Contaminated with Chlorinated Substances	DI		DEMENNO KERDOON
Used Motor Oil and diesel Mixtures	FI		AA SYDCOL
Used Motor Oil and diesel Mixtures	DI		AA SYDCOL
Used Motor Oil and diesel Mixtures	R		AA SYDCOL

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Water Reactive Liquid/Solid	DI		N/A
Radioactive (low level)			N/A
Ammunition			N/A
Explosive devices and chemicals			AA SYDCOL
Non-Friable Asbestos			CLEAN EARTH
Marine Flares			CLEAN HARBORS
Medical Waste			US ECOLOGY
Contaminated Soils			AA SYDCOL
Steam Cleaner Pit Clarifier Sludge (2,000 gallon Tank)			US ECOLOGY
Cathode Ray Tubes (CRTs)/ CRT Devices	LF		LIGHTING RESOURCES INC.
Consumer Electronic Devices	R		LIGHTING RESOURCES INC.
Devices with LCD screens	R		LIGHTING RESOURCES INC.
Devices with Plasma Screens	R		LIGHTING RESOURCES INC.
Refrigerators	R		LIGHTING RESOURCES INC.
Air Conditioner units	R		LIGHTING RESOURCES INC.
Microwaves	R		LIGHTING RESOURCES INC.

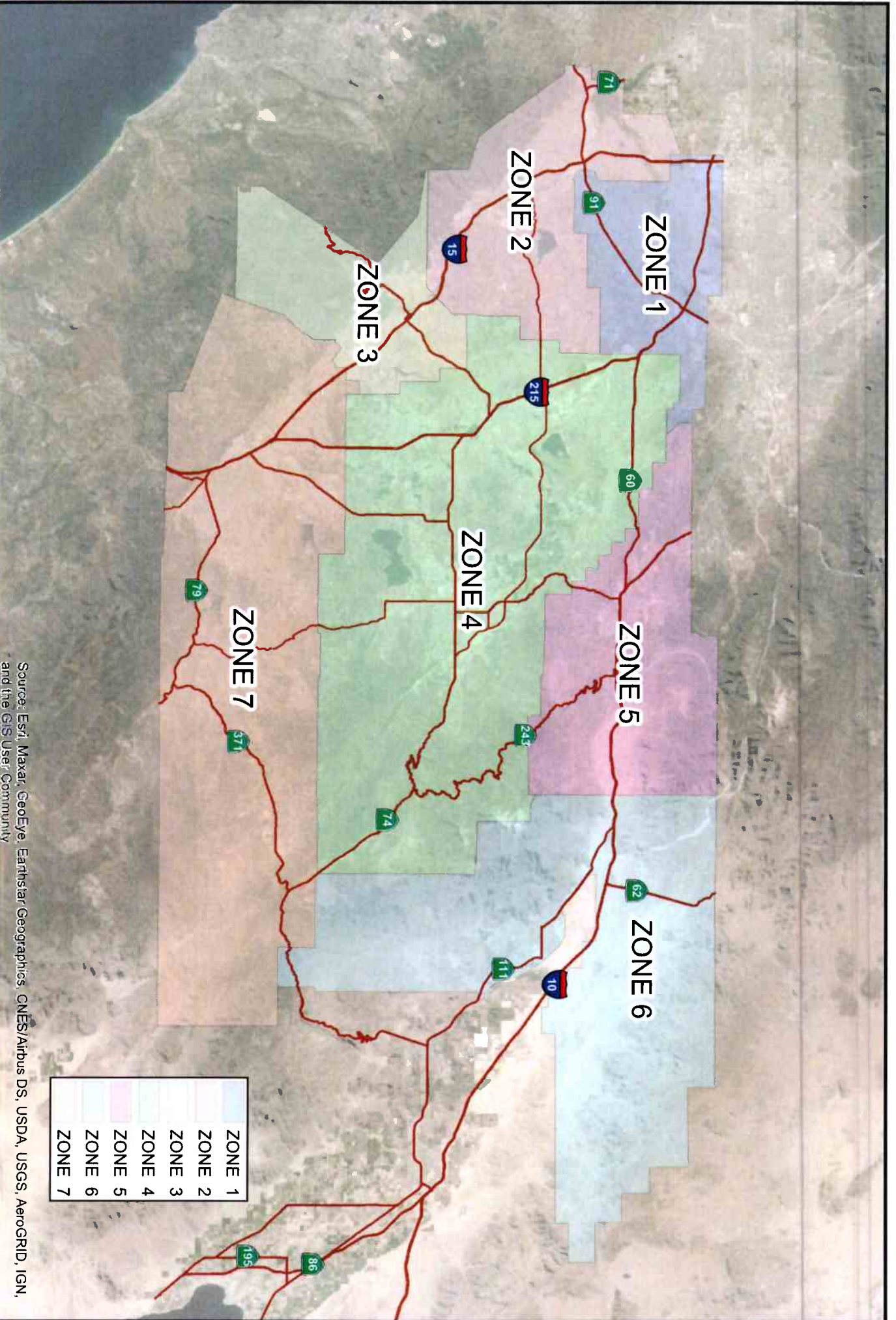
B.12.1 COMPRESSED GAS CYLINDERS REMOVAL/TRANSPORTATION DISPOSAL FACILITY

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Ammonia			SET
Butane			SET
Carbon Dioxide			SET

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Chlorine			SET
Freon			SET
Dichlorofluoromethane			SET
Hydrogen			SET
Methane			SET
Nitrogen			SET
Oxygen			SET
Propylene			SET
Propane			SET
Unknown Contents			SET
Empty Cylinder			SET



DISTRICT JURISDICTION ATTACHMENT A



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

	ZONE 1
	ZONE 2
	ZONE 3
	ZONE 4
	ZONE 5
	ZONE 6
	ZONE 7

PROFESSIONAL SERVICES AGREEMENT

for

HAZARDOUS WASTE REMOVAL SERVICES

between

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

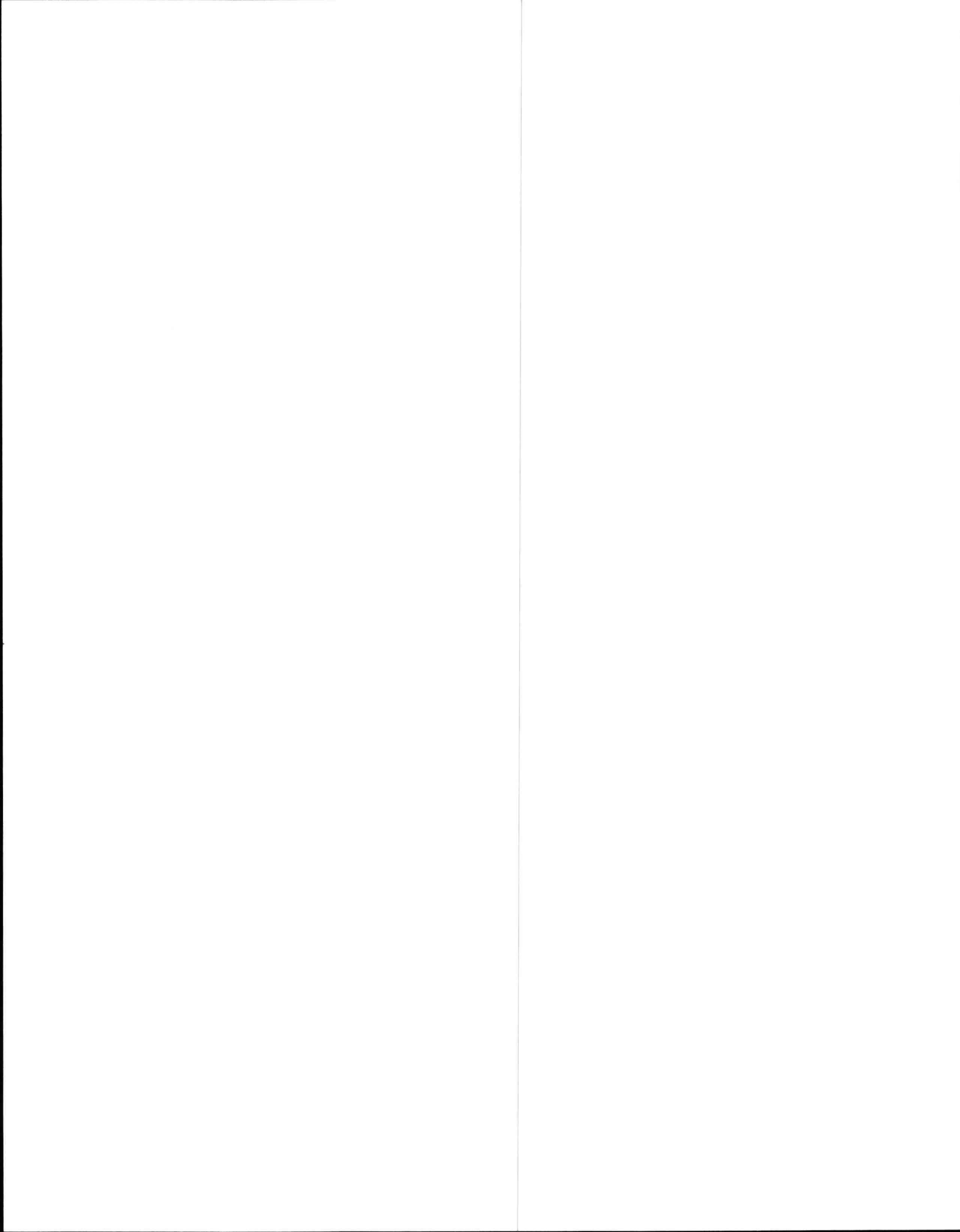
and

NRC ENVIRONMENTAL SERVICES INC.

AUG 30 2022 11-6

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	7
10. Subcontract for Work or Services	8
11. Disputes	8
12. Licensing and Permits	9
13. Use by Other Political Entities	9
14. Non-Discrimination	9
15. Records and Documents	9
16. Confidentiality	10
17. Administration/Contract Liaison	10
18. Notices	10
19. Force Majeure	11
20. EDD Reporting Requirements	11
21. Hold Harmless/Indemnification	11
22. Insurance	12
23. General	16
Exhibit A-Scope of Service.....	20
Exhibit B- Payment Provisions	35



This Agreement, made and entered into this 30th day of August, 2022 by and between NRC ENVIRONMENTAL SERVICES INC., a Washington Corporation registered to do business in California (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (herein referred to as "DISTRICT"). 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, and 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 DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT 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 DISTRICT 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 July 31, 2025, 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 DISTRICT shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. The DISTRICT 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, DISTRICT 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 DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT 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 DISTRICT. 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 the Consumer Price Index - All Urban Consumers, All Items - (Series ID# CUURS49CSAO) Riverside San Bernardino - Ontario, CA areas for the twelve (12) month period, January through January, immediately preceding the adjustments. and be subject to satisfactory performance review by the DISTRICT 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 DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT 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 DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to the DISTRICT that is requesting services. CONTRACTOR will request the name and address of the requesting DISTRICT.

- 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; this Agreement; 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 DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT 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 DISTRICT 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, DISTRICT 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 DISTRICT Purchasing Agent and/or his designee is the only authorized DISTRICT 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 DISTRICT 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. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 DISTRICT 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 DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

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 DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

5.4 After termination, DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose that the DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT 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 DISTRICT.

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 DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT'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 DISTRICT 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 DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT 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 DISTRICT 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 DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT 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 DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT 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 DISTRICT 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 DISTRICT. 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 DISTRICT 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 DISTRICT harmless from any and all claims that may be made against DISTRICT 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 DISTRICT 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.

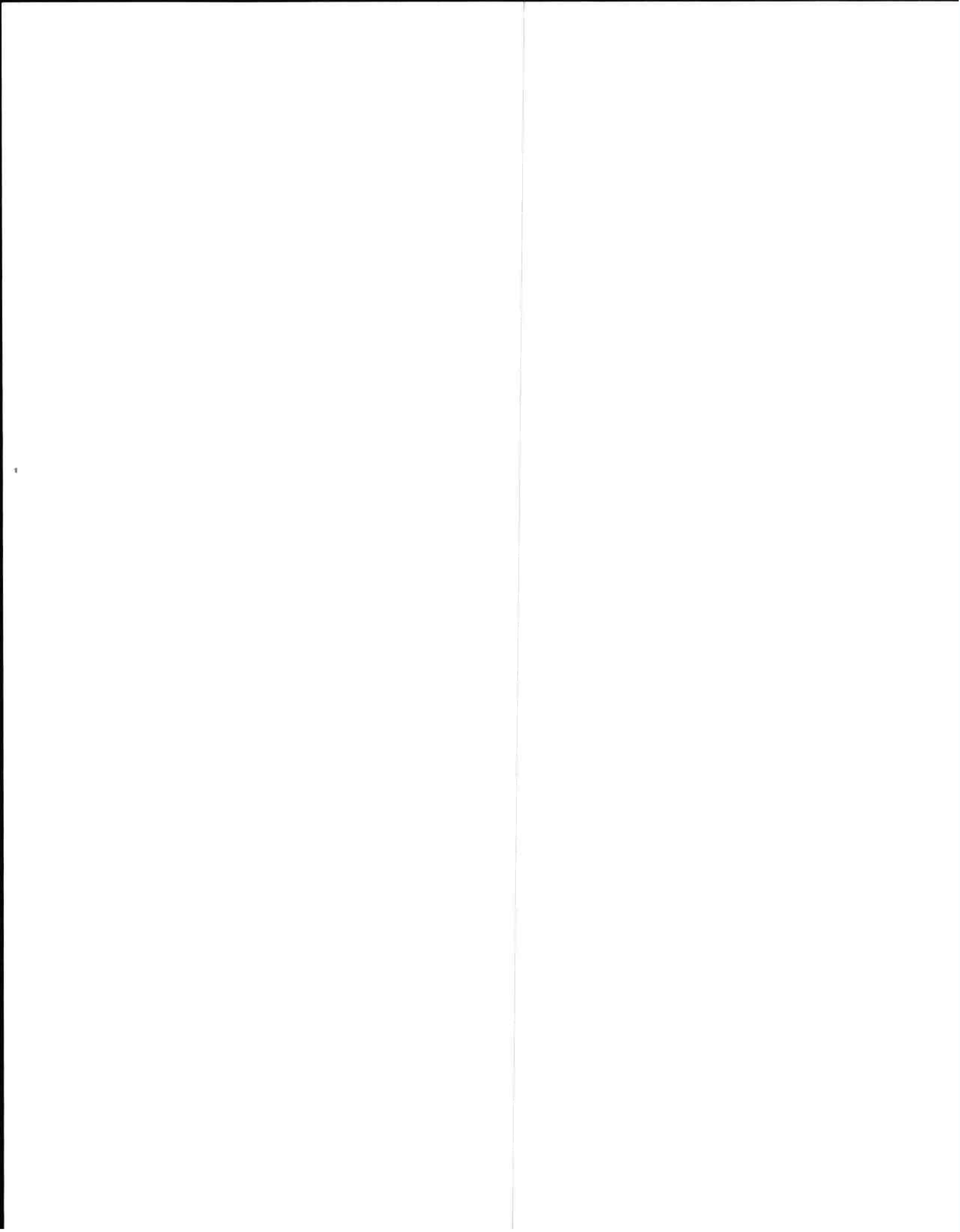
10. Subcontract for Work or Services

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 DISTRICT; 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 DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT'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 DISTRICT. 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 DISTRICT 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 DISTRICT 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 DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

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; DISTRICT information or data which is not subject to public disclosure; DISTRICT 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 DISTRICT 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 DISTRICT, any such information to anyone other than the DISTRICT. 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 DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. 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:

<u>RIVERSIDE COUNTY FLOOD CONTROL</u>	<u>CONTRACTOR</u>
<u>AND WATER CONSERVATION DISTRICT</u>	NRC Environmental Services, Inc.
1995 Market Street	3777 Long Beach Blvd, Suite 100
Riverside, California 92501	Long Beach, CA 90807
Attn: Finance Division	Attn: Richard Iniguez

19. Force Majeure

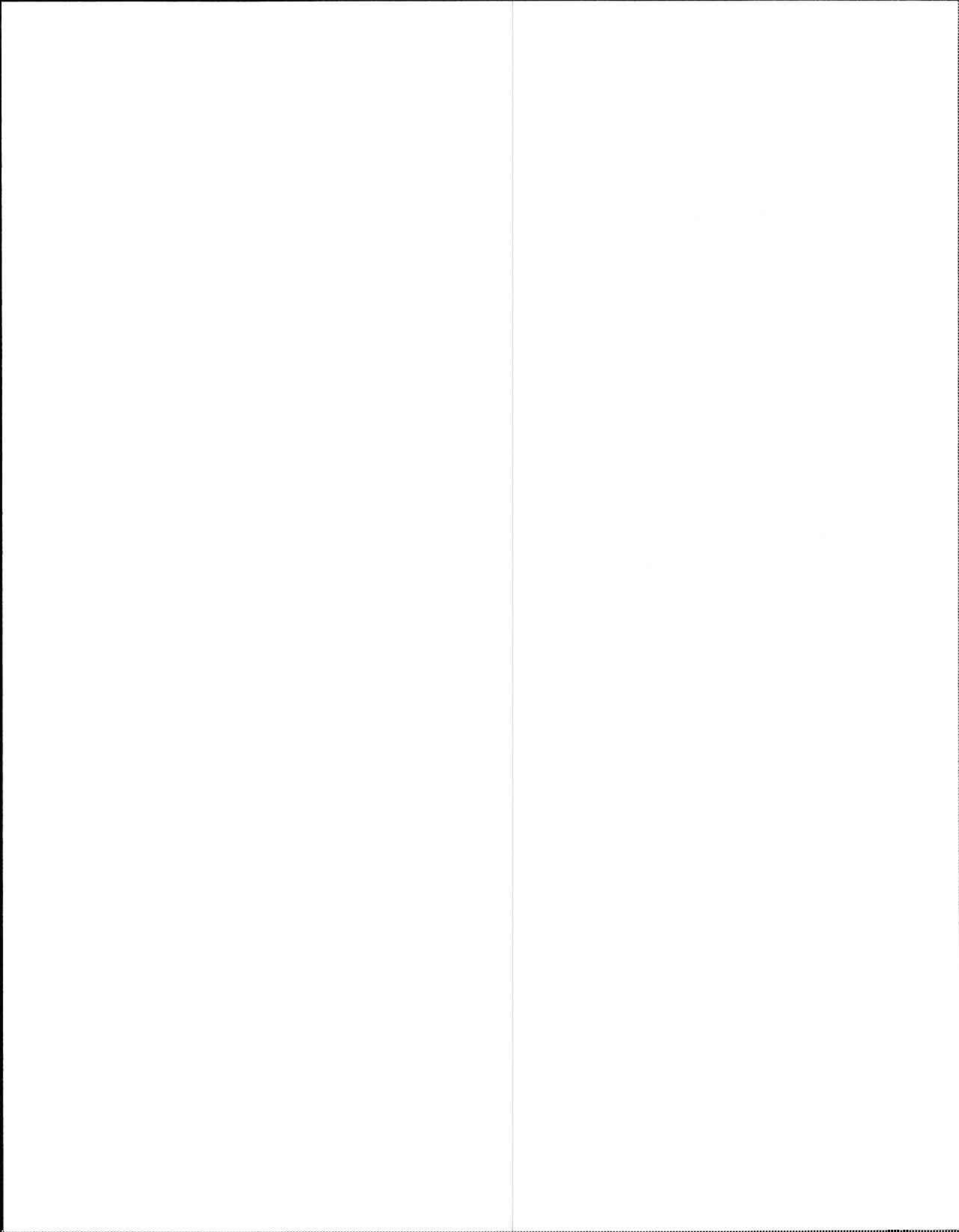
If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the DISTRICT 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 DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless DISTRICT, 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 DISTRICT; 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 DISTRICT the appropriate form of dismissal relieving DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT.

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 DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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:

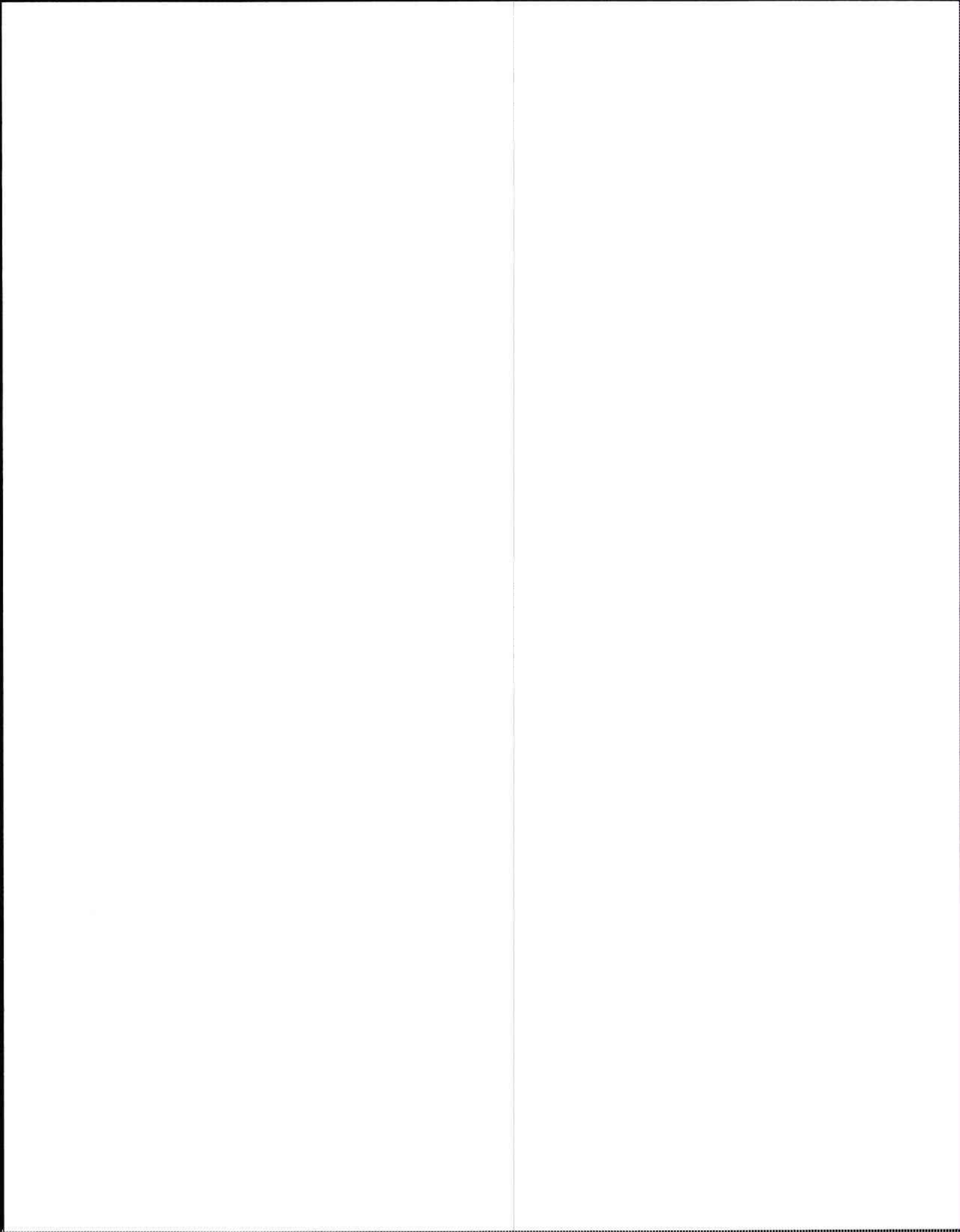
If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains 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 DISTRICT 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 DISTRICT, 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 DISTRICT, 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 DISTRICT 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 DISTRICT'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 DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the DISTRICT 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 DISTRICT.

8) CONTRACTOR agrees to notify DISTRICT 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.

E. Pollution Liability Coverage

1) DISTRICT shall require CONTRACTOR to procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by the CONTRACTOR, its agents, representatives, or employees in accordance with the following requirements:

(a) CONTRACTOR'S Pollution Liability Coverage that includes, but is not limited to, bodily injury and property damage, including coverage for loss of use and diminution in property value, and for resultant clean-up costs, arising out of the or resulting from any work of the CONTRACTOR or services performed under its Agreement with the DISTRICT, including any storage or

transportation, including the loading or unloading of, hazardous wastes, hazardous materials, or contaminants.

(b) CONTRACTOR's Pollution Liability Coverage in the amount of ten million dollars (\$10,000,000) per claim and in the aggregate.

(c) Professional Liability Insurance in the amount of ten million dollars (\$10,000,000) per claim and in the aggregate.

(2) The DISTRICT, its agents and representatives thereof, elected officials, officers, employees, designated volunteers shall be additional insureds and covered as insured's as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

(3) For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insured maintained by the Additional Insureds shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

(4) The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that the insurer shall endeavor to provide thirty (30) days' prior written notice, by certified mail, return receipt requested, to the DISTRICT prior to any action to suspend, void, cancel or otherwise reduce in coverage or in limits.

(6) Within one (1) business day following receipt by CONTRACTOR of any notice correspondence or notice, written or oral, of an action or proposed action to suspend, void, cancel or otherwise reduce in coverage or in limits of the required insurance, CONTRACTOR shall notify DISTRICT of such action or proposed action.

(a) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VIII, unless otherwise acceptable to the DISTRICT. Self-insurance shall not be considered to comply with these insurance requirements.

(b) **Verification of Coverage.** CONTRACTOR shall furnish the DISTRICT with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the DISTRICT. All endorsements are to be received and approved by the DISTRICT before work commences. As an alternative to the DISTRICT forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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 DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT 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 DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

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

23.7 The DISTRICT 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 DISTRICT data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations, including the requirement for the payment of prevailing wages. The DISTRICT shall not be liable for the failure of the CONTRACTOR to comply with this section. This Agreement may call for services that, in whole or in part, constitute "public works", as defined in the California Labor Code. Therefore, as to those services that may be "public works", including emergency response services for the collection and disposal of hazardous materials, then CONTRACTOR shall comply with all applicable provisions of the California Labor Code Section 1720 et. seq. and Section 1771, 1774 and 1775. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

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

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

23.13 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23.14 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. The Parties agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17). The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, NRC ENVIRONMENTAL SERVICES, INC.
a body politic

By: Karen S. Spiegel
Name: Karen S. Spiegel
Title: Chair, Riverside County Board of Supervisors

By: Richard Iniguez
Name: Richard Iniguez
Title: Southern California Regional Manager

Dated: AUG 30 2022

Dated: 8/15/2022

APPROVED AS TO FORM:
County Counsel

By: Synthia M. Gunzel, Chief Deputy
Name: Synthia M. Gunzel
Title: Supervising Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

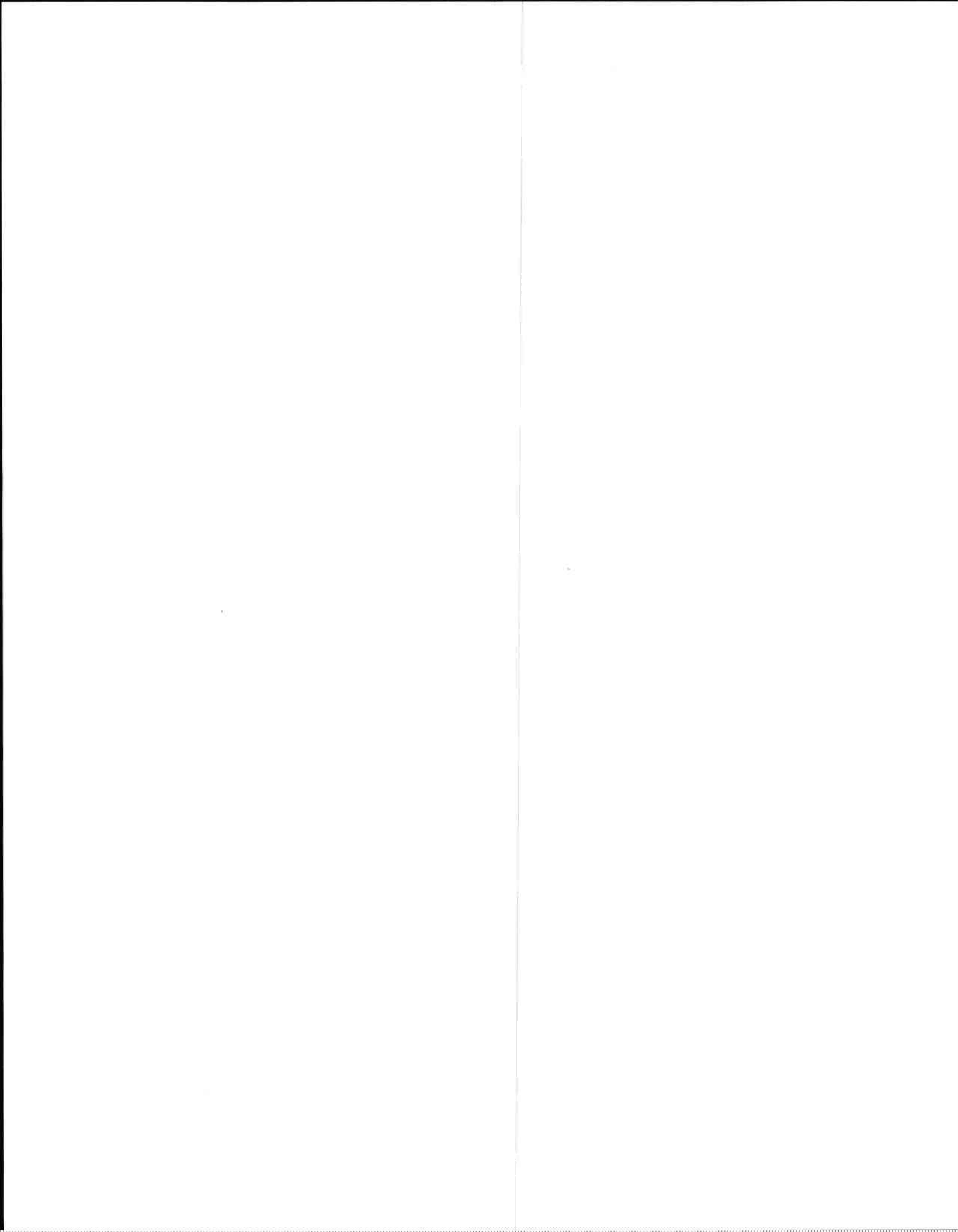
EXHIBIT A
SCOPE OF SERVICE

A.1 WASTE DISPOSAL SERVICE REQUIREMENTS:

The hazardous waste may be in bulk containers for liquids or solids, cylinders, or contained in multiple sized containers. Removal of hazardous waste or regulated waste may also be required from tanks, secondary containment, equipment, or other types of containers. On occasion a sump, vault, or tank containing hazardous or regulated waste requires cleaning. The existing container packaging may not meet DOT regulatory requirements.

Below is a list of common materials used and hazardous wastes generated at typical DISTRICT facilities, but not limited to:

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/Alkalines, 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 Hydrocarbons, Methyl Isobutyl Ketones	Paint Wastes, Spent Solvents, Ignitable Wastes, Toxic Wastes
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 Wastes, 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
Vehicle & Equipment Maintenance	Motor oil, transmission fluids, parts cleaners, brake cleaners, acetylene, propane, automotive paints,	Solvents, parts cleaners, lubricants, gasoline, starting fluids, volatile paints and varnishes	Flammable solvents, petroleum waste, oil and fuel filters, etc.



Process / Operation	Materials Used	Typical Mat Ingredient	General Types Of Waste Gen
	varnishes, lacquers, etc.		
Building Maintenance	Paints, cleaners, fluorescent lights, batteries, sharps, aerosols, lighting ballasts, etc.	Paints, corrosive cleaners, oxidizers, fluorescent lights, 1 lb. cylinders, PCB and Non-PCB ballasts, appliances, etc..	Corrosives, oxidizers, paints, universal waste

Below is a list of some common hazardous waste the CONTRACTOR would typically remove from various locations throughout Riverside County but not limited to this list:

- A. Aerosols
- B. Antifreeze
- C. Spent Lead Acid Batteries (sealed, automotive)
- D. Clarified Sludge (water, dirt and oil waste), sumps;
- E. Universal wastes including, but not limited to:
 - i. Electric lamps, including but not limited to fluorescent Light (bulbs, tubes, compact, HID), metal halide, sodium vapor, etc.
 - ii. Recyclable and Non-Recyclable Universal Waste Batteries
 - iii. E-Waste, including cathode ray tubes (CRTs)
 - iv. Non Empty Aerosol cans
 - v. Mercury containing wastes, including mercury switches from appliances and vehicles
 - vi. Photovoltaic modules
- F. Waste Traffic Paints
- G. Used Oil/Fuel Filters
- H. Waste Oil (recyclable)
- I. Contaminated Oil (non-recyclable)
- J. Waste Rags/Absorbent (mixed)
- K. Waste Solvents
- L. Flammable liquids and solids
- M. Acids Organic and Inorganic liquids and solids
- N. Bases Organic and Inorganic liquids and solids
- O. Oxidizers liquids and solids
- P. Toxics liquids and solids
- Q. Waste Paints: Latex and Oil Base
- R. Electrical Ballasts: PCB and Non-PCB
- S. Small single use cylinders: Propane, butane, MAPP, Acetylene, calibration gases, etc. (1-lb size)
- T. Compressed Gas Cylinders (other)
- U. Regulated Medical Waste (Sharps/Needles, Pharmaceutical Only)
- V. Non-RCRA Liquids and Solids
- W. Contaminated soils
- X. Empty Drums and Containers

A.1.1 Pick-up Locations are shown on Attachment A

A1.1.2 Hours of Operation

The CONTRACTOR agrees that, for those portions of the services provided on DISTRICT property, the services shall be provided during the normal hours of operations for the DISTRICT facility. The normal hours of operations for those facilities included under this Agreement are available, upon request, from the DISTRICT facility. For emergencies, services provided may occur during non-business hours.

A.1.2 Loading

The CONTRACTOR shall be responsible for loading, including furnishing all the equipment necessary for loading. Unless otherwise provided in the Agreement, loading will not be performed on Saturdays, Sundays, DISTRICT holidays, or any day that the facility where the items are located is closed, unless an emergency warrants services during non-business hours.

A.1.3 Treatment of Hazardous Waste on County Property

Treatment of hazardous waste (including solidification) on DISTRICT 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.

A.1.4 Service Request

Service request shall be initiated by the various DISTRICT Departments. CONTRACTOR shall provide a single point of contact for the DISTRICT to request service. The CONTRACTOR's single point of contact shall be knowledgeable regarding the Scope of Work and customer service issues. All requests for service shall be completed in a timely, accurate, effective, and efficient manner.

A.1.4.1 CONTRACTOR shall respond to DISTRICT's service requests within a maximum of three (3) business days. For emergencies, CONTRACTOR shall initially respond within a maximum of 15 minutes.

A.1.4.2 CONTRACTOR shall provide any disposal acceptance requirements prior to scheduling a service request.

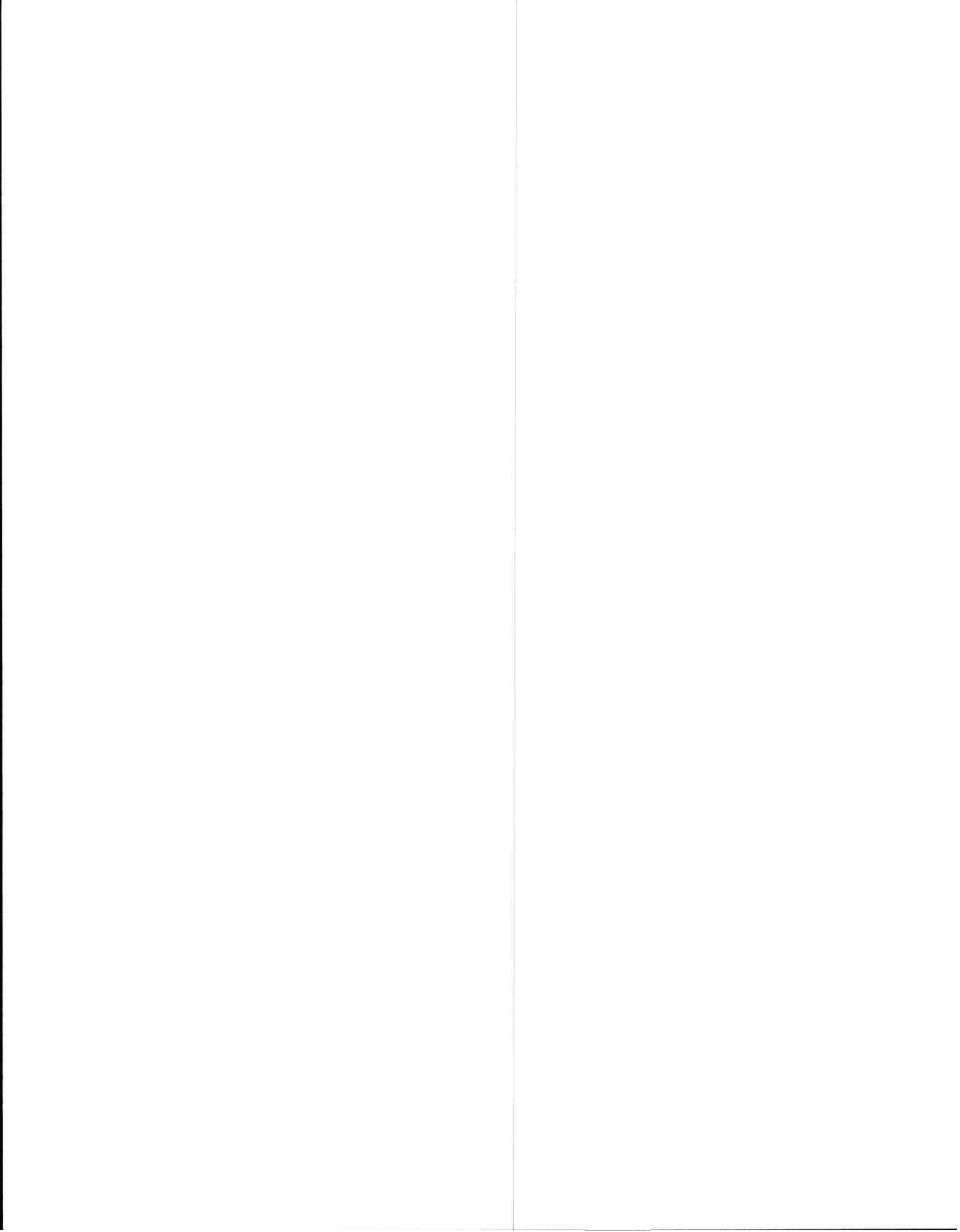
A.1.4.3 CONTRACTOR shall complete the service requests within a maximum of ten (10) business days from the date the CONTRACTOR receives the service request. For emergency service requests, CONTRACTOR is the first contact and shall begin response to calls for service within a maximum of 1 hour, but sooner if possible.

A.1.4.4 DISTRICT shall be contacted no later than forty-eight (48) hours of any change to the scheduled date for service.

A.1.4.5 The CONTRACTOR or DISTRICT may request a job walk, which shall be at no cost to the DISTRICT, for a more complicated service task to determine the labor, equipment, supplies, materials, and/or additional work needed prior to scheduling a service date.

A.2 ROUTINE/SCHEDULED WASTE DISPOSAL SERVICE

A.2.1 Containerized Hazardous Waste Management, Transportation, and Disposal Services



CONTRACTOR shall, at a minimum, properly package/sort, label, load, and transport the hazardous waste to a DISTRICT approved California licensed recycling facility or California DTSC licensed TSDF. The CONTRACTOR shall provide all labor, materials, disposal containers, tools, supplies, testing kits, waste profiles, DOT labels, transportation documentation, instrumentation, personnel training, personal protective gear, equipment, vehicles, transportation, and disposal services necessary to perform in accordance with the Scope of Work.

A.2.1.1 CONTRACTOR shall identify, sort, field test, and Lab Pack containerized hazardous waste into an appropriate container size that is most cost effective for disposal in accordance with section A15 – Waste Management Plan. CONTRACTOR shall utilize recognized field testing methods to determine a hazardous waste category including but not limited to pH paper, Chlor-D-Tect test kits, and other specifically designed test kits that would verify a waste or identify an unknown chemical.

A.2.1.2 If requested by the DISTRICT, the CONTRACTOR shall perform routine hazardous waste container sorting, identifying, and packaging activities so all hazardous waste containers are packaged according to the Department of Transportation (DOT) regulations prior to transporting off site. Identifying the hazardous waste will typically involve reading labels, however occasionally containers may need to be opened and a spot test conducted to verify the contents. Packaging of containers shall be done in an efficient way to minimize disposal costs to the DISTRICT.

A.2.1.3 CONTRACTOR shall label, provide transportation documentation, load into the CONTRACTOR's properly licensed vehicle, transport, and properly dispose of the packaged hazardous waste as specified by the DISTRICT's approved disposal method to the DISTRICT-approved disposal facility. CONTRACTOR shall prepare transportation and disposal documentation for DISTRICT staff signature and provide the appropriate copies for DISTRICT staff at the time of transport.

A.2.1.4 The CONTRACTOR shall provide varying sizes of DOT approved containers for disposal of hazardous waste in advance of the hazardous waste pickup, if requested by the DISTRICT. The CONTRACTOR shall provide the requested containers within five (5) business days of receiving the request. If the containers will be used to collect hazardous waste that the CONTRACTOR will be disposing of in the future, then the costs of the containers shall be included in disposal cost of the waste stream in Exhibit B and the CONTRACTOR shall not be separately compensated for delivery or container charges.

A.2.1.5 The CONTRACTOR shall provide the DISTRICT with pre-printed Hazardous Waste and Universal Waste labels, which comply with California's regulatory requirements, if requested by the DISTRICT. The CONTRACTOR also shall provide additional replacement labels as requested by the DISTRICT or at the time of delivery of containers. The costs of the preprinted labels are included in the disposal cost of the waste stream and the CONTRACTOR shall not be separately compensated for delivery or label charges.

A.2.2 Bulk Used Oil and Antifreeze Disposal Services

The DISTRICT collects and stores used oil and antifreeze in drums, above ground and underground storage tanks of varying sizes and various locations that need to be pump out on occasion.

CONTRACTOR shall provide and conduct field test kits at no additional cost to the DISTRICT. The CONTRACTOR shall have the necessary equipment to safely pump out and recycle bulk used oil and antifreeze.

A.2.3 Chemical Tanks and Clarifier Cleanout Services

The DISTRICT has bulk chemical tanks and clarifiers of varying sizes that need removal of hazardous waste on occasion. The CONTRACTOR shall utilize the most efficient means to collect hazardous waste with significant consideration given to generating the lowest volume of hazardous waste requiring disposal. If requested by the DISTRICT, DISTRICT staff and the CONTRACTOR shall complete a job walk at no cost to the DISTRICT and confirm the means and methods of collecting and packaging the hazardous waste from bulk chemical tanks prior to mobilizing staff. At no cost to the DISTRICT, the CONTRACTOR shall provide a cost estimate for the job based on the job walk. The CONTRACTOR may invoice for labor, vehicles, and equipment, in accordance with the rates in Exhibit B.

A.2.3.1 CONTRACTOR shall identify, collect, and clean via pumping, vacuuming, sweeping, neutralizing, washing, absorbing, digging or other appropriate means hazardous waste, from above and below ground tanks, vaults, secondary containment structures, or other requested areas, and place into a proper container or truck for the most cost-effective transportation and proper disposal method.

A.2.3.2 CONTRACTOR shall provide all necessary trained and certified staff, personal protective gear, confined space gear and equipment, and any other needed materials, equipment and supplies to complete confined space entry, if required for the project.

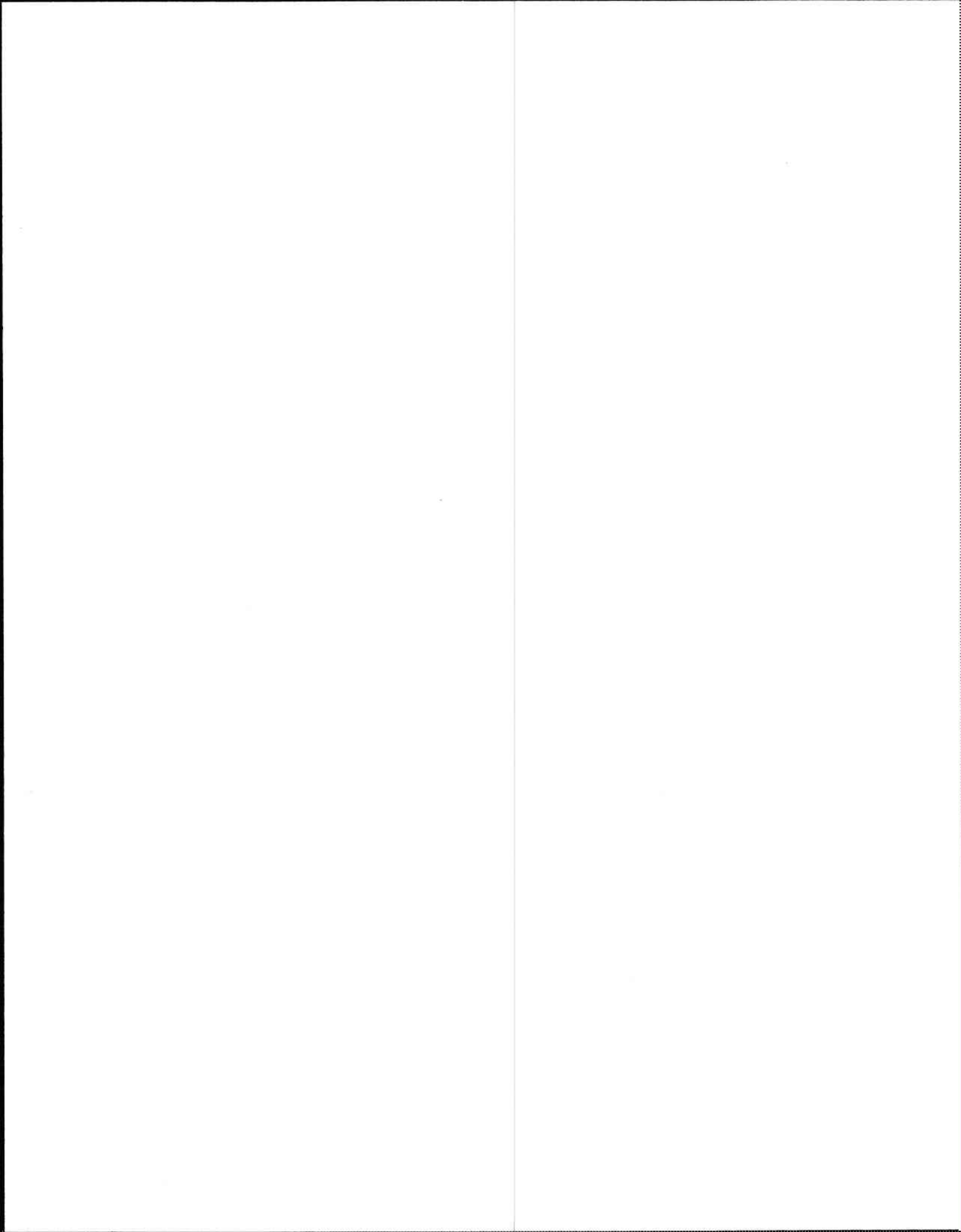
A.2.3.3 CONTRACTOR shall label, complete transportation documentation, load into the CONTRACTOR's properly licensed vehicle and placard truck, transport, and properly dispose of the hazardous waste as specified by the DISTRICT's approved disposal method to the DISTRICT-approved disposal facility. CONTRACTOR shall prepare transportation and disposal documentation for DISTRICT staff's signature and provide appropriate copies to the DISTRICT at the time of transport.

A.3 HAZARDOUS WASTE PROFILES

At no additional cost to the DISTRICT, the CONTRACTOR shall prepare waste profiles and keep current waste profiles for all hazardous waste available for the DISTRICT's review and approval as required by the CONTRACTOR in order to accept the waste, without any break in routine disposal service. The CONTRACTOR shall provide, at no additional cost to the DISTRICT, technical assistance, as needed, in determining proper DOT shipping name, United Nations (UN) number, hazard category, and packing group. The CONTRACTOR shall provide the DISTRICT a copy of all approved waste profile sheets.

A.3.1 The CONTRACTOR shall keep all profiles created on file for a minimum of one (1) year.

A.3.2 For emergency response, if a hazardous waste profile is not on file, the CONTRACTOR shall contact the designated DISTRICT representative for verbal approval of the profile. Within the same day, the CONTRACTOR shall send the profile via email to the designated DISTRICT representative for review and approval.



A.4 DISPOSAL DOCUMENTATION

The CONTRACTOR shall prepare, for the DISTRICT's review and approval, the unified hazardous waste manifest (manifest), bill of lading, land disposal restriction (LDR) form and any other DOT or regulatory required documents for the DISTRICT's signature at the time of the service request or waste pickup.

A.4.1 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 an approved TSDF. The CONTRACTOR shall provide a copy of all prepared documents to the DISTRICT prior to or with payment invoicing. A uniform hazardous waste manifest is required for the removal from DISTRICT property of all hazardous or toxic items. The CONTRACTOR shall obtain and review all manifests for completeness and accuracy prior to removal of any hazardous or toxic wastes from DISTRICT property.

A.4.2 The CONTRACTOR shall provide the DISTRICT 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 or their designee. Completed copies of all manifests shall be furnished to the work area supervisor and a legible copy 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.

A.4.3 The CONTRACTOR is required to provide the DISTRICT with two (2) copies of any manifest which documents the movement of waste after it has departed the DISTRICT property within 30 calendar days after acceptance at 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 the 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.

A.4.4 When a DISTRICT representative is unavailable, the DISTRICT may request the CONTRACTOR to sign disposal documentation on behalf of the DISTRICT. This signature authorization is not a continuous authorization. The CONTRACTOR shall document each service call where the DISTRICT has requested the CONTRACTOR to sign disposal documentation. The CONTRACTOR shall review the disposal documentation for accuracy and completeness prior to signing the documents. The CONTRACTOR shall deliver to the DISTRICT its copies of the disposal documents on the same day of the disposal.

A.4.5 CONTRACTOR shall ensure that the appropriate number and type of containers used for the removal of hazardous waste is correctly identified on the shipping/disposal documents such as Uniform Hazardous Waste Manifest or Bill-of-Lading. CONTRACTOR shall ensure that the appropriate

quantities and units of weights and volumes are appropriately and correctly reflected on shipping/disposal documents.

A.4.5.1 Bulk Waste Streams Weight

Bulk waste stream shall be measured by one of the following methods and recorded on the shipping document. The method used will be whichever is most accurate and agreed upon by the CONTRACTOR and DISTRICT representative.

- A. Actual weight using DISTRICT 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. ($2,000 \times 1.4 \times 8.337$, where one gallon of water weighs 8.337 pounds). Specific gravity shall be obtained from a waste profile sheet.

A.4.6 For hazardous waste manifest creation, reporting, and management, the CONTRACTOR shall utilize the federal Environmental Protection Agency's (EPA) "e-Manifest" system as required by the Hazardous Wastes Electronic Manifest Establishment Act enacted October 5, 2012 and any subsequent laws and regulations passed thereto. The Parties shall agree on whether to use the "Hybrid" or "Electronic" manifest creation option. The CONTRACTOR shall invoice, on a separate line on each invoice when applicable, the EPA's published charge for each manifest utilized by the DISTRICT based on if the "Hybrid" or "Electronic" creation option was used for a specific disposal activity. Any administration costs associated with the implementation of the e-Manifest program shall be included within the hazardous waste disposal pricing.

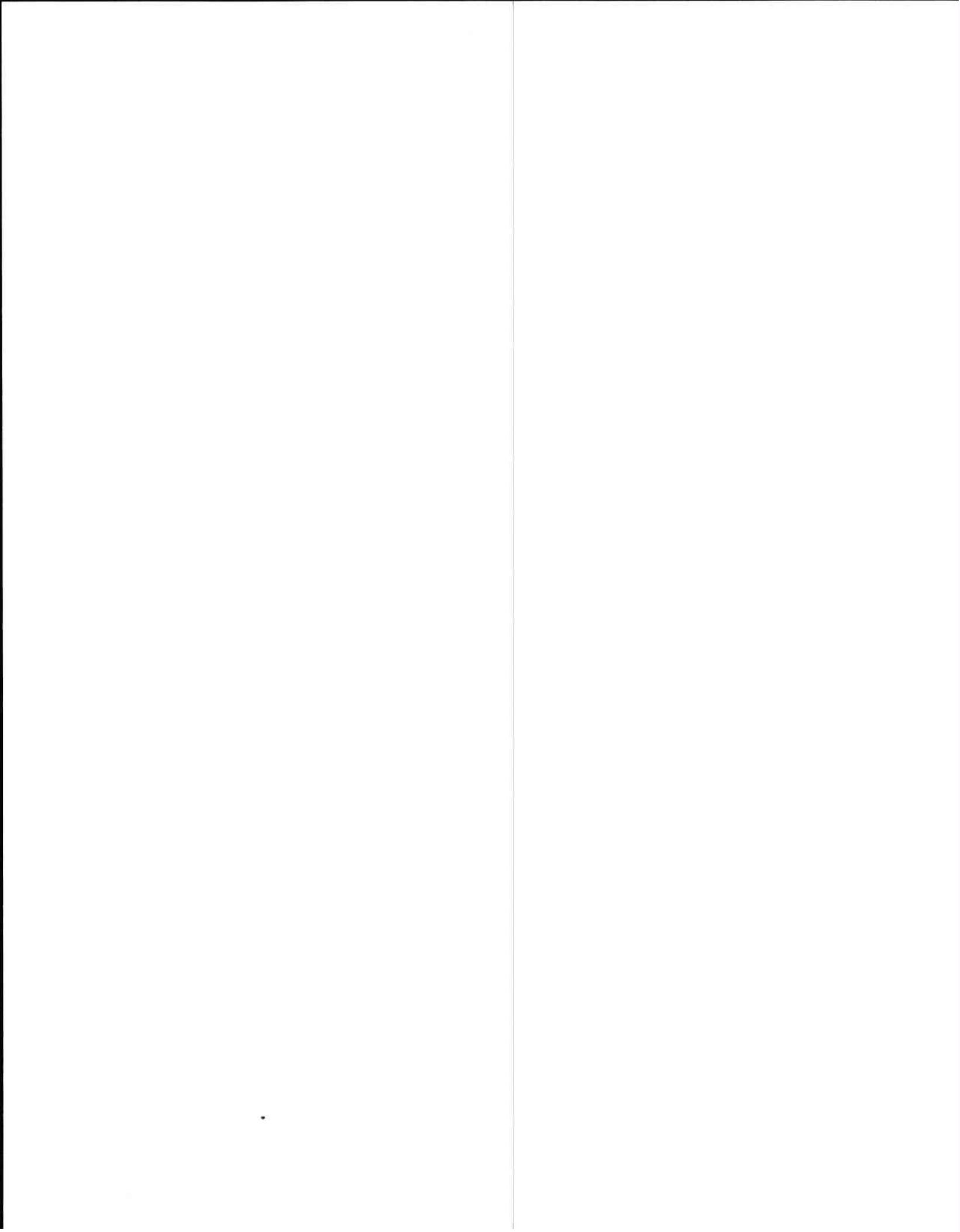
A.5 TREATMENT, STORAGE AND DISPOSAL FACILITY REQUIREMENTS

All storage facilities, treatment facilities, recycling facilities, incinerators, Class I landfills, and all other TSDFs used to provide services under this Contract shall be properly licensed and in compliance with all applicable local, State, and Federal hazardous waste and recycling laws, ordinances, codes, and regulations at all times during the term of the Contract. The CONTRACTOR and all subcontractors utilized in this Contract shall also comply with the following:

A.5.1 All interim and final TSDFs and recycling facilities shall have been in good regulatory standing with all applicable regulatory agencies and regulations for the past three (3) years and remain so for the entire term of the Contract. During the term of this Contract, the CONTRACTOR shall notify the DISTRICT within ten (10) days of the CONTRACTOR's knowing that any transporter, TSDF, recycling facility, or disposal facility has received a fine, penalty or other regulatory sanction. The DISTRICT has the right to reject a TSDF, transporter, or recycling or disposal facility utilized by the CONTRACTOR if the DISTRICT determines the entity is no longer in good regulatory standing. CONTRACTOR shall provide treatment method, interim facility and final recycling/disposal facility.

A.6 CONTAINERS AND DELIVERY

A.6.1 The CONTRACTOR shall provide varying sizes of DOT approved containers for disposal of hazardous waste in advance of the hazardous waste pickup, if requested by the DISTRICT. The CONTRACTOR shall provide the requested containers within five (5) working days of receiving the request. If the containers will be used to collect hazardous waste that the CONTRACTOR will be



disposing of in the future, then the costs of the containers are included in disposal cost of the waste stream (Tab H Cost Proposal) and the CONTRACTOR shall not be separately compensated for delivery or container charges.

A.6.2 The CONTRACTOR shall provide the DISTRICT with pre-printed Hazardous Waste and Universal Waste labels, which comply with California's regulatory requirements, if requested by the DISTRICT. The CONTRACTOR also shall provide additional replacement labels as requested by the DISTRICT or at the time of delivery of containers. The costs of the preprinted labels are included in the disposal cost of the waste stream (Tab H Cost Proposal) and the CONTRACTOR shall not be separately compensated for delivery or label charges.

A.6.3 CONTRACTOR shall ensure that if 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 shall be correctly and appropriately reflected on the Uniform Hazardous Waste Manifest. This shall apply to any and all containers that are used by the CONTRACTOR to remove any and all hazardous waste from sites.

A.6.4 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, 6-mil or better.

A.7 TRANSPORTATION/WASTE HAULING

A.7.1 CONTRACTOR shall have the ability to provide transportation of hazardous and non-hazardous solid and liquid wastes.

A.7.2 The CONTRACTOR shall maintain a valid hazardous waste transporter registration issued by the California Department of Toxic Substance Control (DTSC) throughout the duration of this contract. The CONTRACTOR shall comply with the California Vehicle Code, CHP Regulations in California Code Regulations (CCR) Title 13, the California State Fire Marshal Regulations in CCR Title 19, United States Department of Transportation (DOT) Regulations in Title 49, Code of Federal Regulations, U.S. Environmental Protection Agency Regulations in Title 40 Code of Federal Regulations. In addition, the CONTRACTOR shall comply with the California Health & Safety Code (H&SC) and CCR Title 22 and the California Medical Waste Management in the H&SC, Sections 117600 – 118360.

A.7.3 The CONTRACTOR shall not be required to transport radioactive or explosive materials, however, the CONTRACTOR must be able to advise and possibly subcontract out this service.

A.7.4 Drivers used by the CONTRACTOR to transport regulated waste shall have all required training, the proper California Department of Motor Vehicles licensing and required medical monitoring certifications. All vehicles transporting DOT regulated hazardous materials shall have all required California State permits, CHP BIT inspections and insurance for hazardous waste transportation. For transportation out of California, vehicles shall meet the federal and state requirements of all states traveled through to the destination facility.

A.7.5 The CONTRACTOR shall provide proof of the financial coverage required by the California Department of Toxic Substances Control, and DOT for hazardous waste transporters. The CONTRACTOR shall immediately inform the DISTRICT of any lapse in this financial coverage.

A.7.6 CONTRACTOR shall supply and display all required DOT vehicle placards and apply all required DOT markings and hazardous waste labels to waste containers when waste is first introduced into the container. CONTRACTOR shall profile all waste streams transported to the TSD facilities and shall provide all manifests and/or shipping papers or related documentation to the DISTRICT.

A.7.7 All vehicles shall meet motor vehicle code requirements and regulations in addition to all other applicable Federal, State and local codes required for use on highways.

A.7.8 Securing and maintaining all applicable Local, State and Federal permits for handling, transportation and disposal of hazardous waste shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall immediately inform the DISTRICT of any loss or temporary suspension of any required permits or licenses that affect the ability of the CONTRACTOR to provide the services described in this Agreement. Copies of valid California Hazardous Materials/Waste Transporter Registration shall be provided.

A.8 SPILLS, CONTAINMENT AND CLEAN-UP

A.8.1 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 shall clean-up such spills or leaks to the satisfaction of the onsite DISTRICT 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 DISTRICT. The CONTRACTOR shall report all such spills or leaks regardless of their quantity to the DISTRICT immediately upon discovery. A written follow-up report shall be submitted no 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 DISTRICT.
- 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) shall 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 DISTRICT. Cost estimates for identified work items, including labor, equipment, materials, and supplies to be used, shall be furnished to the DISTRICT for review/authorization prior to commencement of work.

A.9 EMERGENCY SPILL

A.9.1 Emergency spill response service shall be provided to the DISTRICT on an as needed basis, responding within three (3) hours of such request. CONTRACTOR shall identify the level of response service provided. Such services shall be provided 24 hours per day, seven (7) days per week. If the first contact CONTRACTOR is unable to meet the emergency service requests availability, then DISTRICT may go to the Secondary awarded CONTRACTOR. Such services shall be provided to the DISTRICT to ensure that spill clean-up procedures are in accordance with State and Federal regulations and protect public and all DISTRICT property.

A.9.2 Emergency Response Plan

- A. Provide confirmation to the DISTRICT'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 three (3) hours of such request. Upon arrival at the scene, the CONTRACTOR shall meet with DISTRICT's on-scene Incident Commander to organize procedures and operations.
- E. A site safety and control plan shall be established and reviewed prior to CONTRACTOR's commencing mitigation efforts. A copy of the plan may be required to be submitted to DISTRICT'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 certifications as required in Section A.10.5. This documentation shall be on every incident scene while the employee is working.
- H. After areas of contamination are determined, control areas and decontamination areas shall be designated, and the information disseminated to the CONTRACTOR's operating personnel and the DISTRICT'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 DISTRICT'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.

A.10 SAFETY AND TRAINING

A.10.1 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.

A.10.2 The CONTRACTOR shall, at all times in the performance of the work, comply with and provide the safeguards required by all applicable federal, state, and local laws; rules and regulations concerning occupational safety and health, including but not limited to, the Occupational Safety and Health Act of 1970 (OSHA); and all applicable State labor laws and the regulations and standards issued thereunder.

A.10.3 The CONTRACTOR warrants that any work performed in any location partially or entirely under the CONTRACTOR's control shall be performed in accordance with OSHA requirements. The CONTRACTOR further warrants that all material and equipment furnished under this Contract and contracts resulting from this Contract will conform to and comply with all applicable provisions of OSHA and the regulations and standards thereunder. The CONTRACTOR shall require these warranties in adherence to OSHA from all subcontractors and suppliers it employs in the performance of the contracts resulting from this Contract.

A.10.4 Personal protective equipment shall be supplied by the CONTRACTOR and properly used by its employees. The minimum personnel protective equipment or gear required under this Contract is Level C augmented by the following: poly-coated Tyvek or similar chemical resistance coveralls, air purifying respirator (full or half face), chemical resistant steel toe shoes with metatarsal guards, chemical resistant boots or shoe covers, chemical resistant gloves, safety glasses, face shield, and hard hats (if required). The costs for the minimum level of PPE as specified herein shall be included in the Disposal Pricing.

- A.10.5 ALL CONTRACTOR's personnel shall have at a minimum the following training:
- 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
- F. Hazardous Waste Handler training

A.10.6 Additional training requirements for Supervisor and Project Manager Personnel may include:

- A. Eight (8) hour Supervisory training for Hazardous Waste Operations
- B. Radioactive monitoring and training
- C. CPR/first aid training
- D. Bloodborne Pathogens Level 1 training

A.10.7 Additional training requirements for Chemists may include:

- A. Hazardous waste categorization (Haz-Cat) training
- B. Hazardous Waste Packaging Training
- C. DOT HM-181 manifest training

A.11 SUB-CONTRACTORS

If subcontractors are required, the CONTRACTOR shall provide the DISTRICT with a list of the business names for each subcontractor who may perform work associated with this contract.

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

- A. CONTRACTOR qualifications requirements also apply to subcontractors.
- B. CONTRACTOR shall provide the DISTRICT with Certificates of Liability Insurance from subcontractor, naming the DISTRICT as additional insured with proper endorsements.
- C. The CONTRACTOR shall verify the subcontractor has all required permits, licenses and insurances to perform work as directed by the CONTRACTOR.
- D. Subcontract staff shall only be used when needed to supplement, not replace, existing CONTRACTOR staff.
- E. Subcontract staff shall not be used in key positions such as the Project Manager or Chemist and should only be utilized in positions that can be closely supervised.

A.11.1 List of Subcontractors

CONTRACTOR to provide DISTRICT with subcontractor information.

A.11.2 Customer Service and Interaction

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

A.12 REQUIRED LICENSES/CERTIFICATIONS/REGULATIONS

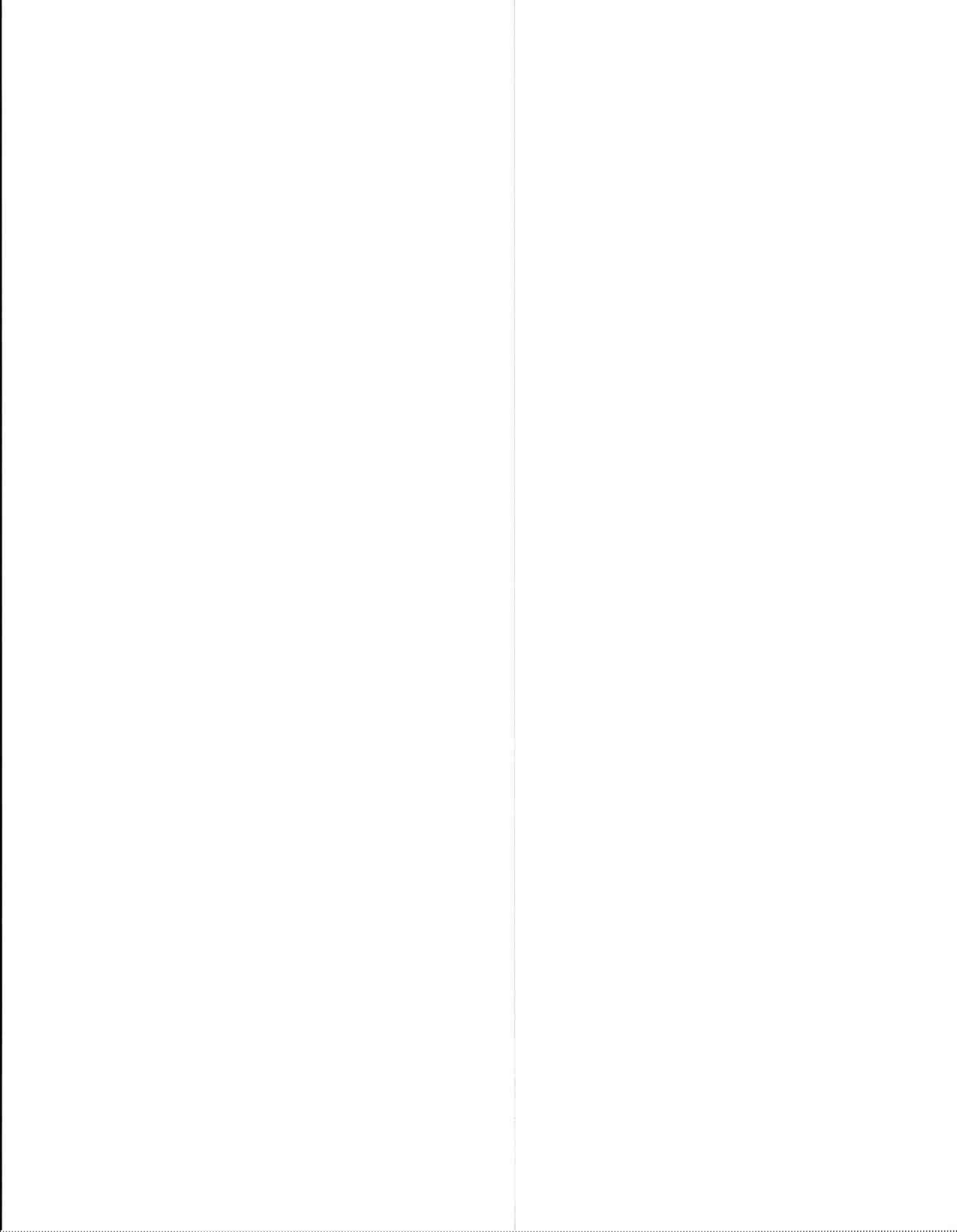
CONTRACTOR shall maintain all required permits, licenses, certificates and adhere to all State of California regulations to transport and or manage DISTRICT waste including RCRA Hazardous Waste, California Only Hazardous Waste, Universal Waste and Non-Hazardous Waste. These licenses, certificates and regulations include but are not limited to the following:

- A.12.1 CONTRACTOR shall be a California registered hauler of Hazardous Waste Material
- A.12.2 United States Department of Transportation Title 49
- A.12.3 Hazardous Materials Certificate of Registration Title 49
- A.12.4 United States Environmental Protection Agency
- A.12.5 EPA ID number with a listed status as: Hazardous Waste Transporter
- A.12.6 State of California Department of Motor Vehicles Motor Carrier Permit; Classification "For Hire"
- A.12.7 Department of California Highway Patrol Hazardous Materials Transportation License
- A.12.8 Business License
- A.12.9 State of California Regulations:
 - Certified Hazardous Substance Removal
 - Title 13 California Code of Regulation
 - California Vehicle Code Section 34500; Trucks Transporting Hazardous Materials
 - State CONTRACTOR Certification for Hazardous Waste Substance Removal; Business and Professions Code Section 7058.7

A.13 REPORTING

- A.13.1 CONTRACTOR shall provide separate work order forms for each service response, to be included with the invoice to DISTRICT.
- A.13.2 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

A.14 WASTE MANAGEMENT PLAN



A.14.1 The DISTRICT policy is to promote recycling and reuse as disposal options over other disposal methods whenever more than one method is authorized by regulation for a particular type of waste. The CONTRACTOR shall adhere to this policy in providing the services under this Contract. Accordingly, the CONTRACTOR shall utilize the following disposal methods, prioritized from highest to lowest: 1. Recycling/Reuse (treatment may be needed to make waste recyclable), 2. Alternative fuel, 3. Treatment (treatment for acceptable sewer discharge), 4. Bioremediation, 5. Destructive Incineration, 6. Class I Landfill Disposal.

A.14.2 The DISTRICT must approve, in advance, the method of disposal to be used for each waste type. The DISTRICT will not be responsible for disposal costs incurred for unauthorized disposal methods. The CONTRACTOR shall be responsible for any and all liability associated with the use of unauthorized disposal methods.

A.14.3 The CONTRACTOR shall provide DISTRICT a Waste Management Plan (WMP) that provides the following information for DISTRICT's approval:

A.14.3.1 Treatment method for each Hazardous Waste listed in the Exhibit B

A.14.3.2 All interim and final TSDF and recycling facilities the CONTRACTOR will utilize for each HW listed in Exhibit B

A.14.4 The CONTRACTOR shall comply with the DISTRICT's approved WMP to fulfill the requirements of any contract unless the CONTRACTOR has requested a change in writing and obtained advanced written permission from DISTRICT.

A.14.5 The CONTRACTOR shall, within ten (10) business days of notification from DISTRICT, submit an updated Waste Management Plan and waste profile(s) to DISTRICT for any new hazardous waste not listed in Exhibit B for DISTRICT's review and approval.

A.15 PERFORMANCE STANDARDS

A.15.1 Arrival at the designated location at the designated time to perform services.

A.15.2 Readiness to perform services upon arrival at the service location, such as qualified staff arrive with all necessary equipment, personal protective equipment (PPE), materials, and supplies needed to properly perform and complete the services.

A.15.3 Clear communication of service activities (e.g. waste profile status, service date/time).

A.15.4 Accurate preparation of all disposal documentation for the DISTRICT's review and signature at the time of service.

A.15.5 Availability and delivery of materials as requested by the DISTRICT.

A.15.6 Immediate notice to the DISTRICT of any equipment failure or accident leading to the release of DISTRICT's hazardous materials or waste.

A.15.7 Repeated failure to provide adequate services, supplies and/or equipment resulting in failures or repeated delays may result in the transfer of contract to an alternate CONTRACTOR.

A.15.8 The CONTRACTOR shall be responsible for the professional attitude, demeanor and technical competence of personnel supplied and the coordination of all efforts, and other services furnished by the CONTRACTOR under this contract.

A.16 PERFORMANCE EXPECTATIONS

- A. A performance measurement plan may be developed by Riverside DISTRICT and will be reviewed on a bi-yearly basis.
- B. The CONTRACTOR shall track and document all performance measures identified in the performance measurement plan. Measures shall include, but not limited to the measures listed below.
- C. CONTRACTOR may be asked to develop and distribute, electronically, a monthly summary report showing the current status and 12-month trend of each performance measure.
- D. CONTRACTOR shall attend meetings scheduled by Riverside DISTRICT and present and discuss performance measures.
- E. CONTRACTOR shall track all Cost Savings for all orders requested by Riverside DISTRICT and will report their total Cost Savings on a quarterly basis.

A.16.1 Monthly Summary Report

The CONTRACTOR shall provide a Monthly Summary Report to any requesting departments by the 15th calendar day of each month following the previous month in which services were provided. The report shall include the following Performance Measures, but is not limited to:

- A. Safety:
- B. Quality of Service:
- C. On-Time Pick-up:
- D. DBE/Sustainability:

A.16.2 Failure to Report

CONTRACTOR shall document and report to all departments for services rendered. The CONTRACTOR shall submit the report within 30 business days following the request from any department.

EXHIBIT B
PAYMENT PROVISIONS

B.1 PRICING:

The total payments to CONTRACTOR within the term of this Agreement shall not exceed: Three Hundred Thousand Dollars (\$300,000).

B.2 Expenses incurred, and compensation shall be paid in accordance with an invoice submitted to DISTRICT. The DISTRICT shall pay the acceptable invoice within thirty (30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

B.3 [RESERVED]

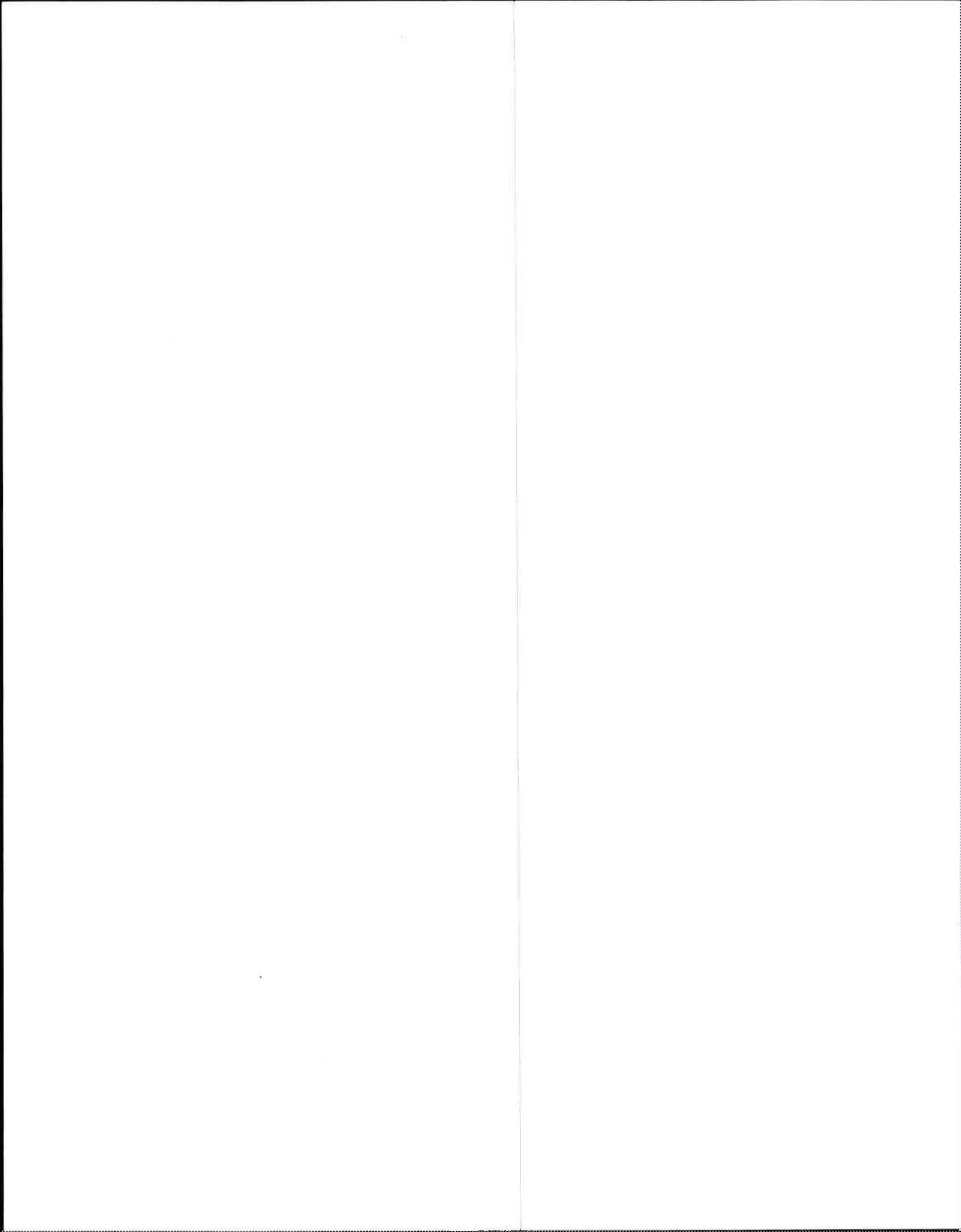
B.4 LINE-ITEM SERVICE RATES TABLE

Waste Category	WM M*	PM* *	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Acidic, Liquid/Solid, Inorganic	DI	BU	N/A	N/A	\$215.00	\$161.00	\$129.00	\$86.00	N/A	\$645.00	N/A
Acidic, Liquid/Solid, Organic	DI	BU	N/A	N/A	\$215.00	\$161.00	\$129.00	\$86.00	N/A	\$645.00	N/A
Aerosols	DI	BU	N/A	N/A	\$215.00	\$161.00	\$129.00	\$86.00	N/A	\$645.00	N/A
Ammunition	N	BU	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Antifreeze	R	BU	N/A	N/A	\$125.00	\$94.00	\$75.00	\$50.00	N/A	N/A	N/A
Asbestos – friable	LF	BU	\$103/TON N 29	N/A	\$105.00	\$79.00	\$63.00	\$42.00	N/A	\$315.00	N/A
Asbestos – Non-friable	LF	BU	\$103/TON N 29	N/A	\$105.00	\$79.00	\$63.00	\$42.00	N/A	\$315.00	N/A
Basic, Liquid, Solid, Inorganic	DI	BU	N/A	N/A	\$205.00	\$154.00	\$123.00	\$82.00	N/A	\$615.00	N/A
Basic, Liquid, Solid, Organic	DI	BU	N/A	N/A	\$205.00	\$154.00	\$123.00	\$82.00	N/A	\$615.00	N/A

Waste Category	WM M*	PM*	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Batteries, Lead Acid – Intact (Automotive)	R	PA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.25/LB. \$50 MIN.
Damaged Lead Acid Batteries (Automotive)	R	BU	N/A	N/A	\$237.00	\$160.00	N/A	N/A	N/A	N/A	N/A
Batteries, Lead Acid (sealed)	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.25/LB. \$50 MIN.
Batteries - Rechargeable	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$2.00/LB \$50 MIN
Batteries – Alkaline	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$2.00/LB \$50 MIN
Batteries - Lithium	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1.00/LB \$50 MIN
Batteries – mixed (rechargeable & alkaline)	R	LO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.75/LB \$50 MIN
Broken CRT Glass	LF	BU	\$181/TON, 29 TON	N/A	\$150.00	\$126.00	\$90.00	\$60.00		\$450.00	N/A
Butane Lighters	DI	BU	N/A	N/A	\$294.00	\$220.00	\$176.00	\$118.00	N/A	N/A	N/A
Butane Lighters	FI	BU	N/A	N/A	\$294.00	\$220.00	\$176.00	\$118.00	N/A	N/A	N/A
Compressed Gas Cylinders: MAPP /gas	FI	PA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$250/EA
Compressed Gas Cylinders: CFCs	R	PA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$75/EA. <5LBS. AND \$225/EA
Contaminated Oil		BU	N/A	N/A	\$115.00	\$86.00	\$69.00	\$45.00	N/A	\$345.00	N/A
Neutral Oxidizer	DI	BU	N/A	N/A	\$575.00	\$431.00	\$345.00	\$230.00	N/A	\$1,725.00	N/A

Waste Category	WM M*	PM*	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Cyanide, Liquid/Solid	DI	BU	N/A	N/A	\$575.00	\$431.00	\$345.00	\$230.00	N/A	\$1,725.00	N/A
Dry Absorbent & Used Rags (mixed)		BU	\$103/TON N 29	N/A	\$95.00	\$71.00	\$57.00	\$38.00	N/A	\$285.00	N/A
Dry Sweep & Used Rags (mixed)		BU	\$103/TON N 29	N/A	\$95.00	\$71.00	\$57.00	\$38.00	N/A	\$285.00	N/A
Empty Drum, Non- RCRA (greater than 5 gallon in size)	R	BU	\$103/TON N 29	N/A	\$25.00	\$25.00	\$25.00	\$25.00	N/A	\$25.00	N/A
Explosive Devices & Chemicals	N	BU	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Flammable Liquid	DI	BU	N/A	N/A	\$175.00	\$131.00	\$105.00	\$70.00	N/A	N/A	N/A
Flammable Liquid, Toxic	DI	BU	N/A	N/A	\$395.00	\$296.00	\$237.00	\$158.00	N/A	N/A	N/A
Flammable Solid	DI	BU	N/A	N/A	\$225.00	\$169.00	\$135.00	\$90.00	N/A	N/A	N/A
Fluorescent Bulbs - CFL	R	BOX	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3/ LB. \$50MIN
Fluorescent (Bulbs & U-Shape)	R	BOX	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3/ LB. \$50MIN
Fluorescent Tubes (Linear foot)	R	BOX	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.25/LB. \$50 MIN.
Fluorescent Lights (Crushed/Broken)	R	BU	N/A	N/A	N/A	\$425.00	\$375.00	\$240.00	N/A	N/A	N/A

Waste Category	WM M*	PM*	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Fluorescent Bulbs (HID)	R	BOX	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3.LB. \$50 MIN.
Fluorescent – Mercury Vapor	R	BOX	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$4/LB. \$50 MIN
Fluorescent - Neon	R	BOX	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$8LB. \$50 MIN
Fluorescent - Sodium	R	BOX	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$8LB. \$50 MIN
Freon (aerosol can size)	DI	BU	N/A	N/A	\$215.00	\$161.00	\$129.00	\$86.00	N/A	N/A	N/A
Fuel Filters	R	BU	N/A	N/A	\$205.00	\$154.00	\$123.00	\$82.00	N/A	N/A	N/A
Fusee (Road Flares)	DI	BU	N/A	\$585.00	\$439.00	\$351.00	\$234.00	N/A	N/A	N/A	N/A
Ink Cartridges	R	BU	N/A	N/A	\$375.00	\$281.00	\$225.00	\$150.00	N/A	N/A	N/A
Latex Paint	R	BU	N/A	N/A	\$115.00	\$87.00	\$69.00	\$45.00	N/A	\$345.00	N/A
Latex Paint	DI	BU	N/A	N/A	\$185.00	\$185.00	\$185.00	\$185.00	N/A	\$740.00	N/A
Latex Paint (PCB Contaminate)	DI	BU	N/A	N/A	\$625.00	\$469.00	\$375.00	\$250.00	N/A	N/A	N/A
Lead Paint Waste	DI	BU	N/A	N/A	\$185.00	\$139.00	\$111.00	\$74.00	N/A	\$740.00	N/A
Mercury Compounds	DI	BU	N/A	N/A	\$1,250.00	\$938.00	\$750.00	\$500.00	N/A	N/A	N/A
Mercury, Elemental	R	BU	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$39.50/LB \$75 MIN.
Mercury Switches	R	BU	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$10.50/LB \$75 MIN



Waste Category	WM M*	PM* *	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Mercury Containing Devices (specify any exclusions)	R	BU		N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$10.50/LB \$75 MIN
Nitric Acid	N	BU	N/A	N/A	\$180.00	\$135.00	\$108.00	\$72.00	N/A	N/A	
Non PCB Ballasts/Tra nsformers	R	PA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.35/LB. \$50 MIN.
Non RCRA Liquids/Soli ds	DI	BU	N/A	N/A	\$185.00	\$139.00	\$111.00	\$74.00	N/A	\$740.00	N/A
	LF	BU	N/A	N/A	\$115.00	\$86.00	\$69.00	\$46.00	N/A	\$345.00	N/A
Non-RCRA Semi-Solids	DI	BU	N/A	N/A	\$185.00	\$139.00	\$111.00	\$74.00	N/A	\$740.00	N/A
	LF	BU	N/A	N/A	\$115.00	\$86.00	\$69.00	\$46.00	N/A	\$345.00	N/A
Non-RCRA Oily Liquids/Soli ds	DI	BU	N/A	N/A	\$185.00	\$139.00	\$111.00	\$74.00	\$1.00	\$740.00	N/A
	LF	BU	N/A	N/A	\$115.00	\$86.00	\$69.00	\$46.00	N/A	\$345.00	N/A
Oil Soaked Mats, Booms and Debris	DI	BU	N/A	N/A	\$185.00	\$139.00	\$111.00	\$74.00	N/A	\$740.00	N/A
	LF	BU	N/A	N/A	\$115.00	\$86.00	\$69.00	\$46.00	N/A	\$345.00	N/A
Oil Filters (uncrushed)	R	BU	N/A	N/A	\$143.00	\$107.00	\$85.00	\$57.00	N/A	N/A	N/A
Oil Filters (crushed)	R	BU	N/A	N/A	\$143.00	\$107.00	\$85.00	\$57.00	N/A	N/A	N/A
Oil Base Paint	FI/DI	BU	N/A	N/A	\$145.00	\$109.00	\$87.00	\$58.00	N/A	\$435.00	N/A

Waste Category	WM M*	PM* *	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Organic Peroxide, Type D, Liquid/Solid	DI	BU	N/A	N/A	\$585.00	\$438.00	\$350.00	\$233.00	N/A	\$1,751.00	N/A
Oxidizing Liquid/Solid, Acidic	DI	BU	N/A	N/A	\$585.00	\$438.00	\$350.00	\$233.00	N/A	\$1,751.00	N/A
Oxidizing Liquid/Solid, Basic	DI	BU	N/A	N/A	\$585.00	\$438.00	\$350.00	\$233.00	N/A	\$1,751.00	\$1.00
Oxidizing Liquid/Solid, Neutral	DI	BU	N/A	N/A	\$585.00	\$438.00	\$350.00	\$233.00	N/A	\$1,751.00	N/A
Paint Related Material	FI/DI	BU	N/A	N/A	\$267.00	\$200.00	N/A	N/A	N/A	N/A	N/A
PCB Ballast/Transformers	R	BOX	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3.75/LB. \$50 MIN
	LF	BU	\$217/TON N 29 TON	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3.75/LB. \$50 MIN
Photo Fix / Developer Mix		BU	N/A	N/A	\$185.00	\$139.00	\$110.00	\$74.00	N/A	N/A	N/A
Propane & Butane Cylinders (BBQ Style)	R	PA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$35/EA
Propane & Butane Cylinders (small Coleman style)	R	PA		N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$15/EA

Waste Category	WM M*	PM*	CONTAINER TYPE								Disposal/ Recycling Cost per Unit
			40 yard roll-off box	Cubic Meter Box	55 gal	30 gal	16 gal	5 gal	CQB ¹	CYB ²	
Radioactive (low grade)	N	BU	\$402/TON N 29 TON	N/A	\$375.00	\$281.00	\$225.00	\$150.00	N/A	\$1,125.00	N/A
Self-Heating Substances	DI	BU	N/A	N/A	\$584.00	\$438.00	\$350.00	\$233.00	N/A	\$1,751.00	N/A
Sharps (Home Generated)	DI	BU	N/A	N/A	\$595.00	\$446.00	\$357.00	\$238.00	N/A	N/A	N/A
Treated Wood Waste	L	BU	\$103/TON N 29 TON	N/A	\$98.00	\$73.00	\$58.00	\$39.00	N/A	\$292.00	N/A
Toxic Liquid, Flammable	DI	BU	N/A	N/A	\$440.00	\$330.00	\$264.00	\$176.00	N/A	N/A	N/A
Toxic/Liquid Solid	DI	BU	N/A	N/A	\$440.00	\$330.00	\$264.00	\$176.00	N/A	N/A	N/A
Used Motor Oil	R	BU	N/A	N/A	\$111.00	\$161.00	\$66.00	\$44.00	N/A	N/A	N/A
Used Oil (Pump out services)	R	BU	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.55/GAL L. \$300 MIN
Used Motor Oil Contaminated with Chlorinated	DI	BU	N/A	N/A	\$297.00	\$223.00	\$178.00	\$119.00	N/A	N/A	N/A
Used Motor Oil and diesel	FI	BU	N/A	N/A	\$144.00	\$108.00	\$86.00	\$57.00	N/A	N/A	N/A
	DI	BU	N/A	N/A	\$144.00	\$108.00	\$86.00	\$57.00	N/A	N/A	N/A
Mixtures	R		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Water Reactive Liquid/Solid	DI	BU	N/A	N/A	\$584.00	\$438.00	\$350.00	\$233.00	N/A	\$1,751.00	N/A

B.5 SUPPLEMENTAL PRICING FORMAT FOR OTHER HAZARDOUS WASTE

			PRICE PER CONTAINER SIZE								
Waste Category	WMM*	PM**	5 gal	16 gal	30 gal	55 gal	CQB	CYB	Disposal/Recycling Cost per Unit		
Radioactive (low level)	LF	BU	\$150.00	\$225.00	\$281.00	\$375.00	N/	\$11,125.00	N/A		
Ammunition	DI	BOX	N/A	N/A	N/A	N/A	N/A	N/A	\$8.05/LB	40LB MAX.	
Explosive devices and chemicals	DI		N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Non-Friable Asbestos	LF	BU	\$39.00	\$58.00	\$73.00	\$97.00	N/A	\$292.00	N/A		
Marine Flares	DI	BU	\$250.00	N/A	\$469.00	\$625.00	N/A	N/A	N/A		
Medical Waste	DI	BU	N/A	N/A	N/A	N/A	N/A	N/A	\$0.75/LB.	\$50 MIN	
Contaminated Soils	LF	BU	\$39.00	\$58.00	\$73.00	\$97.00	N/A	\$292.00	N/A		

Waste Category	WMM*	PM**	Disposal/Recycling Cost per Unit	UOM
Steam Cleaner Pit Clarifier Sludge (2,000 gallon Tank)	LF	BU	\$1.00	Gallon
Cathode Ray Tubes (CRTs)/ CRT Devices	LF	PA	\$0.65	LB. \$50 MIN
Consumer Electronic Devices	R	PA	\$0.40	LB \$50 MIN
Devices with LCD screens	R	PA	\$0.75	LB \$50 MIN
Devices with Plasma Screens	R	PA	\$0.75	LB \$50 MIN
Refrigerators	R	PA	\$0.95	LB \$50 MIN
Air Conditioner units	R	PA	\$0.95	LB \$50 MIN
Microwaves	R	PA	\$0.95	LB \$50 MIN

B.6. COMPRESSED GAS CYLINDERS

		Transportation and Disposal Rate				
Pressurized Gas	Disposal Method	3" x 13"	4" x 24"	12" x 36"	10" x 52"	16" x 54"
		Lecture	Small	Medium	Large	X-Large
Acetylene	IN/lcy6	\$185.00	\$365.00	\$550.00	\$950.00	\$950.00

Ammonia	IN/lcy5	\$185.00	\$365.00	\$550.00	\$950.00	\$950.00
Butane	IN/lcy5	\$185.00	\$365.00	\$550.00	\$950.00	\$950.00
Carbon Dioxide	IN/lcy5	\$185.00	\$365.00	\$550.00	\$950.00	\$950.00
Chlorine	IN/lcy5	\$185.00	\$365.00	\$550.00	\$950.00	\$950.00
Freon	IN/lcy5	\$185.00	\$365.00	\$550.00	\$950.00	\$950.00
Dichlorofluoromethane	IN/lcy6	\$185.00	\$365.00	\$550.00	\$950.00	\$950.00
Hydrogen	IN/lcy6	\$185.00	\$365.00	\$550.00	\$950.00	\$950.00
Methane	IN/lcy6	\$185.00	\$365.00	\$550.00	\$950.00	\$950.00
Nitrogen	IN/lcy6	\$60.00	\$66.00	\$80.00	\$150.00	\$150.00
Oxygen	IN/lcy6	\$60.00	\$66.00	\$80.00	\$150.00	\$150.00
Propylene	IN/lcy6	\$60.00	\$66.00	\$80.00	\$150.00	\$150.00
Propane	IN/lcy6	\$34.00/each			N/A	N/A
Unknown Contents		CASE BY CASE			N/A	N/A
Empty Cylinders	R	\$34.00/each			N/A	N/A

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

B.7 KEY

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

1 CQB = conquest box/55 gallon fiber board box

2 CYB = cubic yard fiber board box

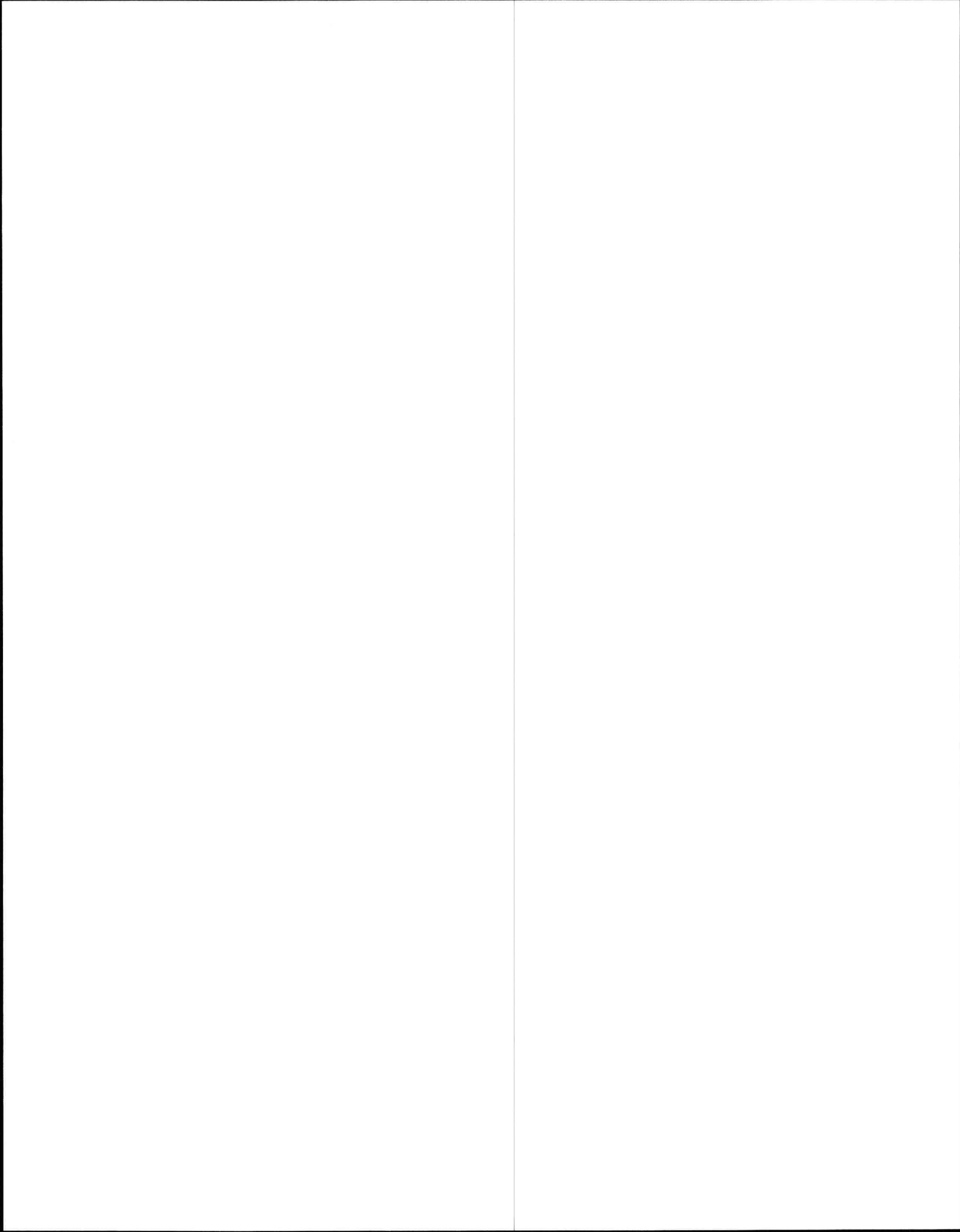
**Packaging Method (PM) BU = Bulk, LP = Lab pack, LO = Loose Pack, PA = Palletize, EA = Each, BOX = box

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

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

B8. PRICING FOR MATERIALS, SUPPLIES, AND MISCELLANEOUS ITEMS

Item	Pricing by Container Material Type / Each						Notes
	Metal		Poly		Fiber	Other	
	New	Recon ¹	New	Recon		(specify)	
5-gallon drum – open top	\$15.50	N/A	N/A	N/A	N/A	N/A	
5-gallon drum – closed top	\$15.50	N/A	N/A	N/A	N/A	N/A	
5-gallon drum – screw top	\$15.50	N/A	N/A	N/A	N/A	N/A	
10 – gallon drum – open top	\$93.00	N/A	N/A	N/A	N/A	N/A	
15 – gallon drum – open top	N/A	N/A	\$70.00	N/A	N/A	N/A	
16 gallon drum – open top ²	N/A	N/A	N/A	N/A	N/A	N/A	
16 gallon drum – closed top ²	N/A	N/A	N/A	N/A	N/A	N/A	
30 gallon drum open top	\$120.00	\$75.00	\$96.50	N/A	N/A	N/A	
30 gallon drum – closed top	\$120.00	\$75.00	\$96.50	N/A	N/A	N/A	
55 gallon drum – open top	N/A	\$65.00	\$93.00	N/A	N/A	N/A	
55 gallon drum – closed top	N/A	\$65.00	\$93.00	N/A	N/A	N/A	
85 gallon drum overpack	\$230.00	N/A	N/A	N/A	N/A	N/A	UNLINED
Cubic Yard Box – DOT	N/A	N/A	N/A	N/A	N/A	\$165.00	
Cubic Yard Box – Non-DOT	N/A	N/A	N/A	N/A	N/A	\$165.00	
Fiber Board box (55 gallon)	N/A	N/A	N/A	N/A	N/A	N/A	
85-gallon Over pack drum	N/A	N/A	N/A	N/A	N/A	N/A	
Fluorescent light box – 4 foot (small capacity box)	N/A	N/A	N/A	N/A	N/A	\$38.00	



Item	Pricing by Container Material Type / Each					Other (specify)	Notes
	Metal		Poly		Fiber		
	New	Recon ¹	New	Recon			
Fluorescent light box – 4 foot (large capacity box)	N/A	N/A	N/A	N/A	N/A	\$38.00	
Fluorescent light box – 8 foot (small capacity box)	N/A	N/A	N/A	N/A	N/A	\$68.00	
Fluorescent light box – 8 foot (large capacity box)	N/A	N/A	N/A	N/A	N/A	\$68.00	
Absorbent Pads	N/A	N/A	N/A	N/A	N/A	N/A	
Ultrasorb (or equivalent spill cleanup absorbent)	N/A	N/A	N/A	N/A	N/A	\$17.00	PER BAG
Vermiculite	N/A	N/A	N/A	N/A	N/A	\$35.00	PER 4 CUBIC FOOT BAG
Pill Box – PG 1 Rated	N/A	N/A	N/A	N/A	N/A	N/A	
Visqueen/Poly Sheeting – 6 mil	N/A	N/A	N/A	N/A	N/A	\$100.00	PER ROLL
20-yard roll-off container	N/A	N/A	N/A	N/A	N/A	\$9.00	PER DAY
40-yard roll-off container	N/A	N/A	N/A	N/A	N/A	\$9.00	PER DAY

¹ Recon. - Reconditioned

² Or equivalent size

B.9. SUPPLEMENTAL MATERIALS PRICING

Supplemental Materials	Unit Cost	Unit of Measure	Notes
Absorbent Pads	N/A	N/A	
Cubic Yard Box – used	N/A	N/A	
Drum Liners – 5 gallon	N/A	N/A	

Drum Liners – 16 gallon ¹	N/A	N/A	
Drum Liners – 30 gallon	N/A	N/A	
Drum Liners – 55 gallon	\$3.00	EACH	55 GALLON
Fiber Board Box Liners – 55 gallon	N/A	N/A	
Fiber Board Box Liners – CYB	N/A	N/A	
Equipment/Materials Not Otherwise Specified	N/A	N/A	

B.10. SERVICES

Services	Unit of Measure	Unit Cost	Notes
Solvent Tank Rental & Service	30 gallon	\$125.00	PER MONTH EXCLUDING WASTE DISPOSAL
Field Sample Testing (When Required)	Test	\$75.00	PER HOUR
Analytical Sample Testing (When Required)	Test	\$75.00	PER SAMPLE
Truck Wash Out – Contaminated Load	Load	\$150.00	

B.11. NON-STANDARD SERVICES (EMERGENCY RESPONSE and OTHER SERVICES)

B11.1 LABOR (EMERGENCY RESPONSE AND NON-STANDARD)

Position	ER Hourly Rate	ER Overtime Hourly Rate	Notes
Industrial Hygienist	\$232.00	\$348.00	
Response Foreman	\$191.00	\$286.50	
Project Manager	\$134.00	\$201.00	
Project Supervisor	\$98.00	\$147.00	
Field Chemist	\$103.00	\$154.50	
Project Administrator	\$134.00	\$201.00	
Field Technician	\$98.00	\$147.00	
Laborers	\$46.00	\$69.00	
Logistics Coordinator	\$103.00	\$154.50	
Emergency Response Technicians	\$67.00	\$100.50	
Safety Supervisor	\$134.00	\$201.00	
Project Consultant	\$134.00	\$201.00	

Position	ER Hourly Rate	ER Overtime Hourly Rate	Notes
Equipment Operator	\$82.00	\$123.00	
Other: _____	N/A	N/A	

B11.2 EQUIPMENT (EMERGENCY RESPONSE AND NON-STANDARD)

Equipment	Hourly Rate	ER Minimum Hours	Notes
Emergency Response Truck	\$88.00	\$4.00	
27' Van	\$185.00	\$8.00	PER DAY
48' Van	\$464.00	\$8.00	PER DAY
Crew Truck	\$258.00	\$8.00	PER DAY
Flatbed Truck – Small	\$52.00	\$4.00	
Flatbed Truck – Large	\$100.00	\$4.00	
Roll-off Truck w/ Operator	\$175.00	\$4.00	
Tandem Roll-off Truck w/ Operator	\$159.00	\$4.00	
End-Dump w/Operator	\$159.00	\$4.00	
Box Van / Bobtail	\$98.00	\$4.00	
Vacuum Truck – 70 bbl w/ Operator	\$180.00	\$4.00	
Vacuum Truck – 100+bbl w/ Operator	\$149.00	\$4.00	
Stainless Steel Vacuum Truck w/ Operator	\$170.00	\$4.00	
Compactor / Bailer	\$167.00		PER DAY
Forklift	\$304.00	\$8.00	PER DAY
Pressure Washer / Steam Cleaner	\$278.00	\$8.00	PER DAY
Other: _____			

Equipment	Hourly Rate	ER Minimum Hours	Notes
Daily Bin Rental	\$10.50	\$8.00	PER DAY FOR 20 YD
High Volume Fans			
Portable Generators	\$185.00	\$8.00	PER DAY
Portable Lights	\$21.00	\$8.00	PER DAY

B11.3 MATERIAL AND SUPPLIES (EMERGENCY RESPONSES AND NON-STANDARD)

Personal Protective Equipment	Hourly Rate Per Person	Other conditions
Level A	\$1,300.00	EACH
Level B	\$500.00	PER DAY
Level C	\$98.00	DAY
Level D	\$41.00	DAY
Self-Contained Breathing Apparatus	N/A	
Full Face Respirator with Cartridges	\$41.00	PER DAY - CARTRIDGES ARE \$46/PAIR
Half Face Respirator with Cartridges	\$26.00	PER DAY - CARTRIDGES ARE \$46/PAIR
Tyvek Suit	\$35.00	
Level A Suit	N/A	
Level B Suit	N/A	
Gloves (inner) pair	\$1.00	PER PAIR
Chemical Resistant Gloves, pair	\$41.00	PER PAIR
Boot Covers	\$10.00	

Monitoring Equipment	Hourly Rate	Cost per Tube/Each	Notes
Specific Contaminants (Draeger Pump)	\$ 221.00	N/A	PER DAY
Volatile Organics	N/A	N/A	
Flammable Vapors/O2 (4-gas/LEL)	\$ 46.00	N/A	PER DAY

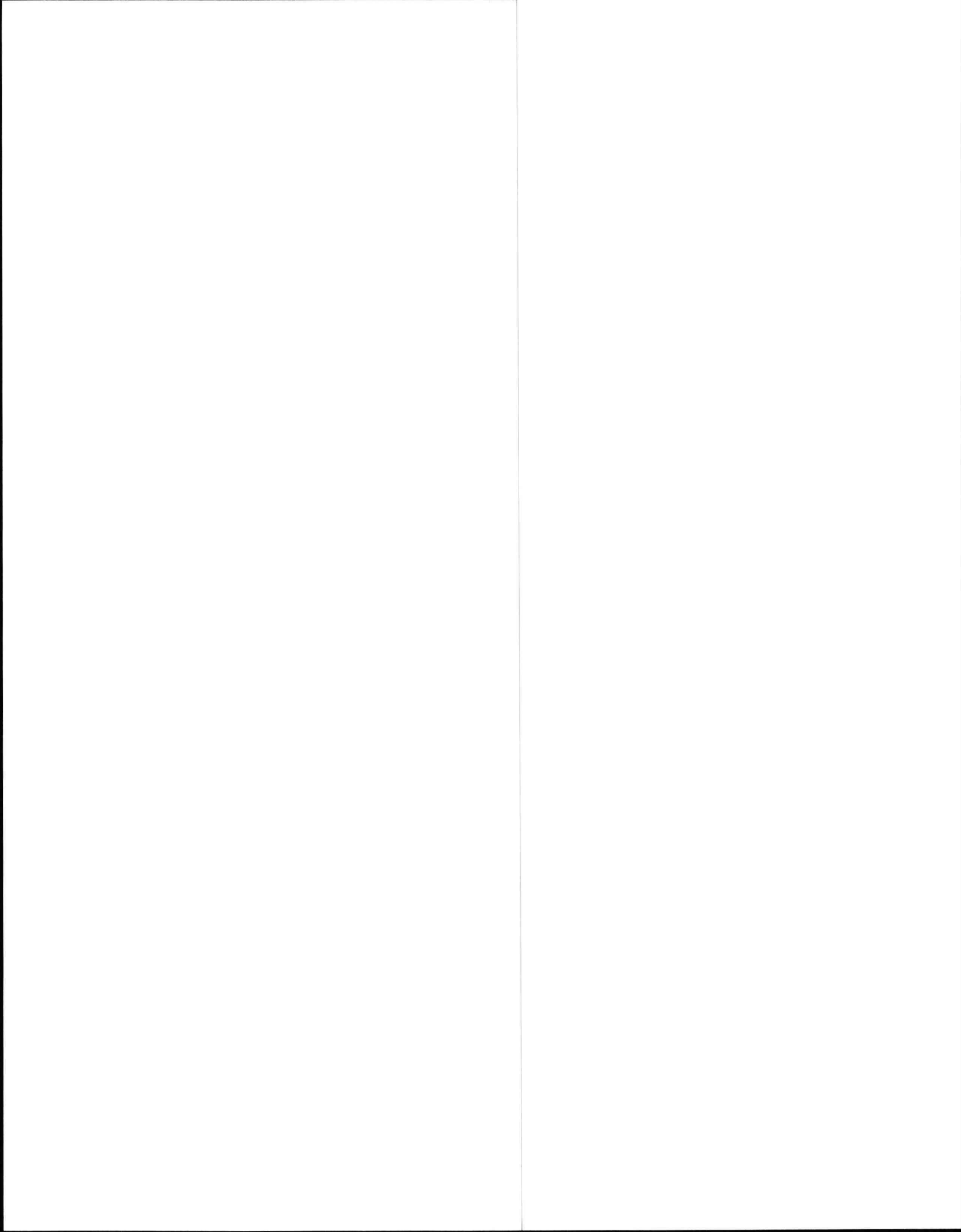
Mercury Vapor Analyzer	\$ 165.00	N/A	PER DAY
pH Paper	\$ 36.00	PACKAGE	PER PACKAGE
Oxidizer Paper	N/A	N/A	
Radiation Detector	\$ 391.00	N/A	PER DAY
Field Chemical Identification Kit Testing	\$ 75.00	N/A	PER SAMPLE
Other (not specified)	N/A	N/A	

Item	Pricing by Container Material Type / Each						Notes
	Metal		Poly		Fiber	Other	
	New	Recon ¹	New	Recon		(specify)	
5-gallon drum – open top	\$26.00	N/A	N/A	N/A	N/A	N/A	
5-gallon drum – open top	\$26.00	N/A	N/A	N/A	N/A	N/A	
5-gallon drum – closed top	\$26.00	N/A	N/A	N/A	N/A	N/A	
5-gallon drum – screw top	\$26.00	N/A	N/A	N/A	N/A	N/A	
16 gallon drum – open top ²	\$88.00	N/A	N/A	N/A	N/A	N/A	
16 gallon drum – closed top ²	\$88.00	N/A	\$88.00	N/A	N/A	N/A	15 GALLON
30 gallon drum open top	\$93.00	\$80.00	N/A	N/A	N/A	N/A	
30 gallon drum – closed top	\$93.00	\$88.00	N/A	N/A	N/A	N/A	
55 gallon drum – open top	\$93.00	\$72.00	\$85.00	\$63.00	N/A	N/A	
55 gallon drum – closed top	\$90.00	\$72.00	\$85.00	\$63.00	N/A	N/A	
85 gallon drum overpack	\$255.00	N/A	N/A	N/A	N/A	N/A	LINED
Cubic Yard Box – DOT	N/A	N/A	N/A	N/A	N/A	\$139.00	
Cubic Yard Box – Non-DOT	N/A	N/A	N/A	N/A	N/A	\$140.00	
Fiber Board box (55 gallon)	N/A	N/A	N/A	N/A	N/A	N/A	
85-gallon Over pack drum	N/A	N/A	N/A	N/A	N/A	\$283.00	
Fluorescent light box – 4 foot (small capacity box)	N/A	N/A	N/A	N/A	N/A	\$38.00	

Item	Pricing by Container Material Type / Each						Notes
	Metal		Poly		Fiber	Other	
	New	Recon ¹	New	Recon		(specify)	
Fluorescent light box – 4 foot (large capacity box)	N/A	N/A	N/A	N/A	N/A	N/A	NO PRICING SUBMITTED FOR THESE LINE ITEMS
Fluorescent light box – 8 foot (small capacity box)	N/A	N/A	N/A	N/A	N/A	N/A	
Fluorescent light box – 8 foot (large capacity box)	N/A	N/A	N/A	N/A	N/A	N/A	
Absorbent Pads	N/A	N/A	N/A	N/A	N/A	N/A	
Ultrasorb (or equivalent spill cleanup absorbent)	N/A	N/A	N/A	N/A	N/A	N/A	
Other Absorbent: _____	N/A	N/A	N/A	N/A	N/A	N/A	
Vermiculite	N/A	N/A	N/A	N/A	N/A	N/A	
Pill Box – PG 1 Rated	N/A	N/A	N/A	N/A	N/A	N/A	
Visqueen/Poly Sheeting – 6 mil	N/A	N/A	N/A	N/A	N/A	N/A	
20-yard roll-off container	N/A	N/A	N/A	N/A	N/A	N/A	
40-yard roll-off container	N/A	N/A	N/A	N/A	N/A	N/A	
Trash/Debris Bags	N/A	N/A	N/A	N/A	N/A	N/A	
Sample Jars	N/A	N/A	N/A	N/A	N/A	N/A	
Drum Thief	N/A	N/A	N/A	N/A	N/A	N/A	
Industrial Detergent	N/A	N/A	N/A	N/A	N/A	N/A	

B.12. REMOVAL/TRANSPORTATION DISPOSAL FACILITY

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility



Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Acidic, Liquid/Solid, Inorganic	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Acidic, Liquid/Solid, Organic	DI	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Aerosols	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Ammunition	N	LONG BEACH TRANSFER FACILITY	HERITAGE, COOLIDGE, AZ
Antifreeze	R	LONG BEACH TRANSFER FACILITY	WORLD OIL LOS ANGELES
Asbestos – friable	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Asbestos – Non-friable	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Basic, Liquid. Solid, Inorganic	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Basic, Liquid. Solid, Organic	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Batteries, Lead Acid – Intact (Automotive)	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Damaged Lead Acid Batteries (Automotive)	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Batteries, Lead Acid (sealed)	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Batteries - Rechargeable	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Batteries – Alkaline	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA

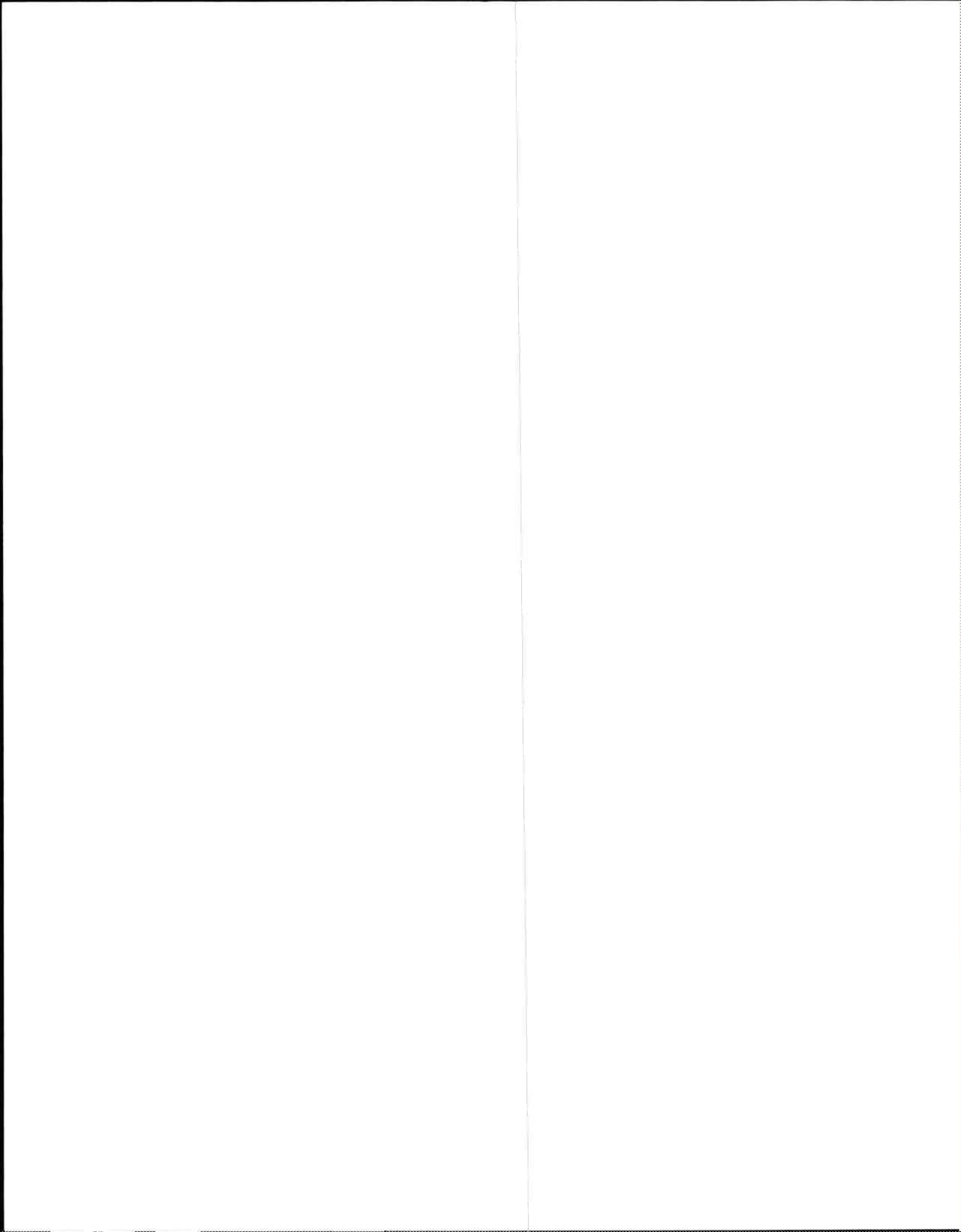
Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Batteries - Lithium	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Batteries – mixed (rechargeable & alkaline)	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Broken CRT Glass	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Butane Lighters	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Butane Lighters	FI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Compressed Gas Cylinders: MAPP /gas	FI	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Compressed Gas Cylinders: CFCs	R	LONG BEACH TRANSFER FACILITY	STOODY, SAN DIEGO, CA
Contaminated Oil		LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Neutral Oxidizer	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Cyanide, Liquid/Solid	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Dry Absorbent & Used Rags (mixed)		LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Dry Sweep & Used Rags (mixed)		LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Empty Drum, Non-RCRA (greater than 5 gallon in size)	R	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Explosive Devices & Chemicals	N	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Flammable Liquid	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Flammable Liquid, Toxic	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Flammable Solid	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Fluorescent Bulbs - CFL	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Fluorescent (Bulbs & U-Shape)	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Fluorescent Tubes (Linear foot)	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Fluorescent Lights (Crushed/Broken)	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Fluorescent Bulbs (HID)	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Fluorescent – Mercury Vapor	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Fluorescent - Neon	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Fluorescent - Sodium	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Freon (aerosol can size)	DI	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Fuel Filters	R	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Fusee (Road Flares)	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Ink Cartridges	R	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Latex Paint	R	LONG BEACH TRANSFER FACILITY	ACRYLATEX, AZUSA, CA
Latex Paint	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Latex Paint (PCB Contaminated)	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Lead Paint Waste	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Mercury Compounds	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Mercury, Elemental	R	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Mercury Switches	R	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Mercury Containing Devices (specify any exclusions)	R	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Nitric Acid	N	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Non PCB Ballasts/Transformers	R	LONG BEACH TRANSFER FACILITY	STOODY, SAN DIEGO, CA
Non RCRA Liquids/Solids	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Non RCRA Liquids/Solids	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Non-RCRA Semi-Solids	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Non-RCRA Semi-Solids	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Non-RCRA Oily Liquids/Solids	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Oil Soaked Mats, Booms and Debris	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Oil Filters (uncrushed)	R	LONG BEACH TRANSFER FACILITY	FILTER RECYCLING, EL SEGUNDO, CA
Oil Filters (crushed)	R	LONG BEACH TRANSFER FACILITY	FILTER RECYCLING, EL SEGUNDO, CA
Oil Base Paint	FI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Oil Base Paint	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Organic Peroxide, Type D, Liquid/Solid	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Oxidizing Liquid/Solid, Acidic	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Oxidizing Liquid/Solid, Basic	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Oxidizing Liquid/Solid, Neutral	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Paint Related Material	FI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Paint Related Material	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
PCB Ballast/Transformers	R	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
PCB Ballast/Transformers	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Photo Fix / Developer Mix	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Propane & Butane Cylinders (BBQ Style)	R	LONG BEACH TRANSFER FACILITY	STOODY, SAN DIEGO, CA
Propane & Butane Cylinders (small Coleman style)	R	LONG BEACH TRANSFER FACILITY	STOODY, SAN DIEGO, CA
Radioactive (low grade)	N	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Self-Heating Substances	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Sharps (Home Generated)	DI	LONG BEACH TRANSFER FACILITY	BIOLOGIC-EWS, LONG BEACH, CA
Treated Wood Waste	L	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Toxic Liquid, Flammable	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Toxic/Liquid Solid	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Used Motor Oil	R	LONG BEACH TRANSFER FACILITY	WORLD OIL LOS ANGELES
Used Oil (Pump out services)	R	LONG BEACH TRANSFER FACILITY	WORLD OIL LOS ANGELES



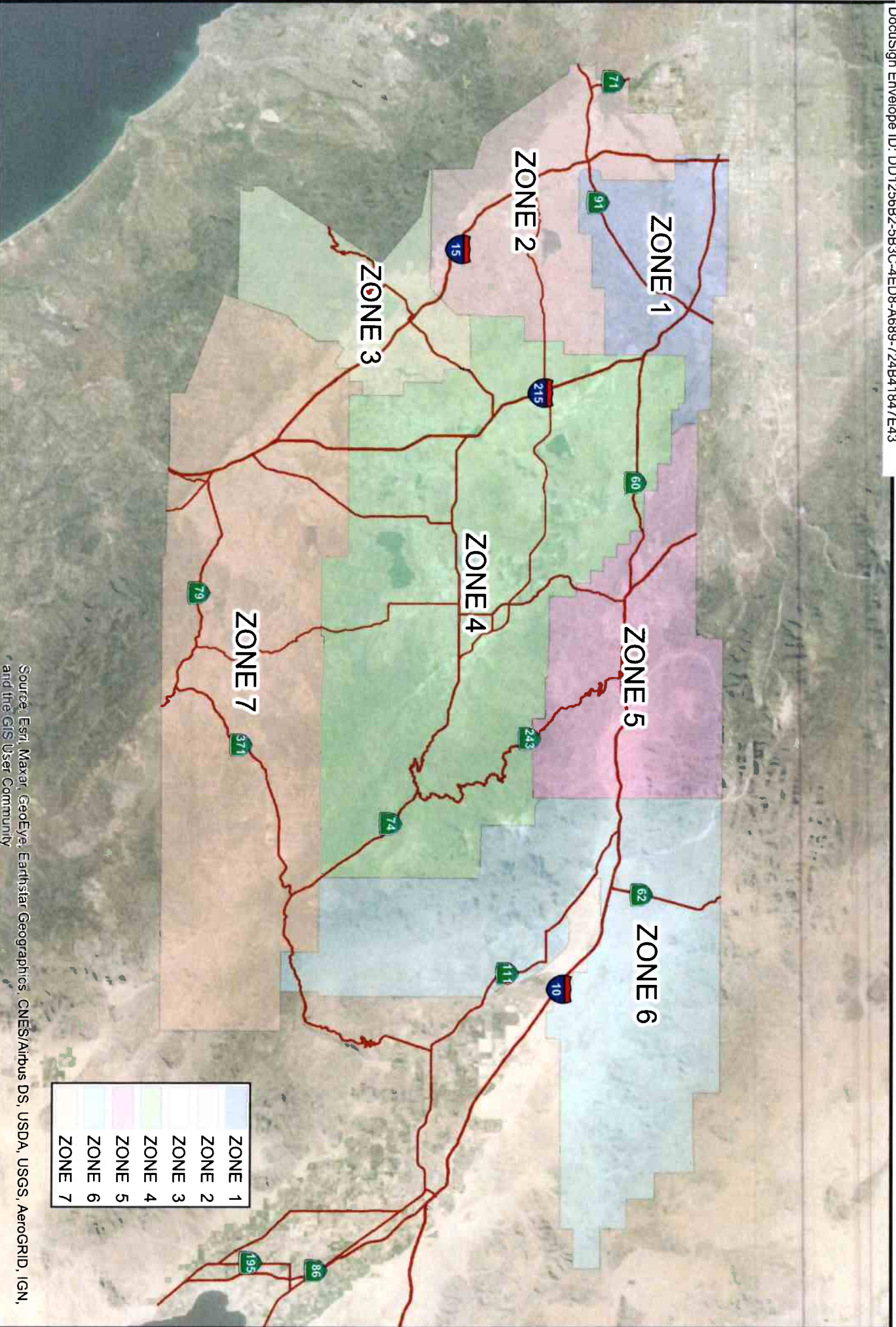
Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Used Motor Oil Contaminated with Chlorinated Substances	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
	FI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Used Motor Oil and diesel Mixtures	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
	R	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Water Reactive Liquid/Solid	DI	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Radioactive (low level)	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Ammunition	DI	LONG BEACH TRANSFER FACILITY	HERITAGE, COOLIDGE, AZ
Explosive devices and chemicals	N/A	N/A	N/A
Non-Friable Asbestos	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Marine Flares	DI	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Medical Waste	DI	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Contaminated Soils	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Steam Cleaner Pit Clarifier Sludge (2,000 gallon Tank)	S	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Cathode Ray Tubes (CRTs)/ CRT Devices	LF	LONG BEACH TRANSFER FACILITY	US ECOLOGY, BEATTY, NV
Consumer Electronic Devices	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Devices with LCD screens	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Devices with Plasma Screens	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Refrigerators	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Air Conditioner units	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA
Microwaves	R	LONG BEACH TRANSFER FACILITY	AERC, HAYWARD, CA

B12.1 COMPRESSED GAS CYLINDERS REMOVAL/TRANSPORTATION DISPOSAL FACILITY

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Ammonia	IN/Icy5	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Butane	IN/Icy5	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Carbon Dioxide	IN/Icy5	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Chlorine	IN/Icy5	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Freon	R	LONG BEACH TRANSFER FACILITY	STOODY, SAN DIEGO, CA
Dichlorofluoromethane	IN/Icy6	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Hydrogen	IN/Icy6	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE

Waste Category	WMM*	Interim Receiving Facility	Disposal/Recycling Facility
Methane	IN/Icy6	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Nitrogen	IN/Icy6	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Oxygen	IN/Icy6	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Propylene	IN/Icy6	LONG BEACH TRANSFER FACILITY	CLEAN HARBORS, ARAGONITE
Propane	IN/Icy6	LONG BEACH TRANSFER FACILITY	STOODY, SAN DIEGO, CA
Unknown Contents		N/A	N/A
Empty Cylinder	R	LONG BEACH TRANSFER FACILITY	STOODY, SAN DIEGO, CA



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



DISTRICT JURISDICTION ATTACHMENT A