

*County of Orange, OC Community Resources  
Clean Harbors Environmental Services Inc.*

*MA-012-17011816*

**SUBORDINATE CONTRACT MA-012-17011816  
WITH CLEAN HARBORS ENVIRONMENTAL SERVICES INC.  
FOR ON-CALL ENVIRONMENTAL CLEAN-UP SERVICES**

THIS Subordinate Contract, (hereinafter referred to as "Contract"), for On-Call Environmental Clean-Up Services, is made and entered into as of the date fully executed by and between the County of Orange, OC Community Resources, a political subdivision of the State of California, (hereinafter referred to as "County") and Clean Harbors Environmental Services Inc., a State of Massachusetts corporation, (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties".

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Subordinate Contract:

Attachment A - Contract MA-080-17011161 for On-Call Environmental Clean-Up Services

**RECITALS**

WHEREAS, the County of Orange, OC Public Works has issued Contract MA-080-17011161 ("Cooperative Contract") for On-Call Environmental Clean-Up Services, effective March 27, 2017 through March 26, 2018; and

WHEREAS, County of Orange, OC Community Resources, desires to enter into a Subordinate Contract for On-Call Environmental Clean-Up Services;

WHEREAS, Contractor agrees to provide On-Call Environmental Clean-Up Services to the County in accordance with the terms, conditions and pricing of Cooperative Contract, incorporated herein by this reference; and,

NOW, THEREFORE, in consideration of the mutual obligations as set forth herein, the Parties mutually agree as follows:

**ARTICLES**

1. **Scope of Contract:** This Contract, including Attachment A, specifies the contractual terms and conditions by which the Contractor will provide On-Call Environmental Clean-Up Services under a fixed-price Contract.
2. **Term:** This Contract shall commence upon approval by the Orange County Board of Supervisors or execution of all necessary signatures, whichever occurs later, and shall continue through and including March 26, 2018, renewable for four (4) additional years, upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.
3. **Compensation:** Contractor agrees to provide the goods/services as set forth in Attachment A, at the fixed rates specified in Contract. Total compensation under this Contract shall not exceed ~~\$275,000~~\$323,493.
4. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of

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the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Clean Harbors Environmental Services Inc.  
Attn: Dan Schaper  
2500 E. Victoria Street  
Compton, CA 90220  
Phone: 310-713-5054  
Schaper.Daniel@cleanharbors.com

County: County of Orange/OCCR/Purchasing & Contract Services  
Attn: Darline Ramirez  
13042 Old Myford Road  
Irvine, CA 92602  
Phone: 949-923-3767  
Darline.Ramirez@ocparks.com

cc: County of Orange/OCCR/OC Parks  
Attn: Steve Bonhall  
13042 Old Myford Road  
Irvine, CA 92602  
Phone: 714-973-6863  
Steve.Bonhall@ocparks.com

5. Invoicing and Payment Instruction: Invoices shall reference Subordinate Contract MA-012-17011816 and are to be submitted to:

OC Community Resources  
Attn: Accounts Payable  
1770 North Broadway, 4<sup>th</sup> Floor  
Santa Ana, CA 92706-2606

Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. ***The responsibility for providing an acceptable invoice rests with the contractor.***

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date shown below their respective signatures.

**Clean Harbors Environmental Services Inc.\***

a state of Massachusetts corporation

By Michael Battles  
DocuSigned by: Michael Battles  
A889E585043D418...  
 Print Name Michael Battles  
 Name Corporate Signature  
 Title EVP & CFO  
 Date 5/26/2017

By Scott Metzger  
DocuSigned by: Scott Metzger  
3F3C28A4600643D...  
 Print Name Scott Metzger  
 Name Corporate Signature  
 Title Senior Vice President  
 Date 5/27/2017

**COUNTY OF ORANGE**

A political subdivision of the State of California

By Darline Ramirez  
 Print Name Darline Ramirez  
 Title Deputy Purchasing Agent  
 Date 6-20-17

APPROVED AS TO FORM  
Office of the County Counsel  
Orange County, California

By: Eric Divine  
DocuSigned by: Eric Divine  
C1E2095C1E6D4F0...  
 Deputy County Counsel

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

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**ATTACHMENT A**

Contract MA-080-17011161 for On-Call Environmental Clean-Up Services

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