



**HAZARDOUS WASTE COLLECTION  
AND DISPOSAL SERVICES  
FOR OC WASTE & RECYCLING**

**CONTRACT #MA-299-17010655**

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This Contract Number **MA-299-17010655** to provide **Hazardous Waste Collection & Disposal Services** ("Contract") is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, by its OC Waste & Recycling ("County") and **Clean Harbors Environmental Services** ("Contractor"), with a principal office located at 1715 East Denni Street, Wilmington, CA 90744. County and Contractor are collectively referred to as "Parties."

### RECITALS

**WHEREAS**, Contractor responded to a Request for Proposal (RFP) to provide Hazardous Waste Collection & Disposal Services for OC Waste & Recycling ("Services"); and

**WHEREAS**, the County Board of Supervisors has authorized the County Purchasing Agent or authorized Deputy to enter into this Contract with Contractor to provide the Services for a three-year period, effective February 1, 2017 through January 31, 2020, in an amount not to exceed \$5,670,000 per year, for a cumulative total of \$17,010,000; and

**WHEREAS**, Contractor agrees to provide Services as more specifically described in the Scope of Work, attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, County agrees to pay Contractor the fees as further set forth in Cost/Compensation for Contractor Services, attached hereto as Exhibit C and incorporated herein; and

**WHEREAS**, Amendment Number One was issued to revise Exhibit C, Attachment 1, Contractor Statement of Charges to update the authorized charges for certain types of Treatment and Disposal as listed in Section E; and

**WHEREAS**, Amendment Number One was issued to update Exhibit D, Subcontractor Services, to add Phibro-Tech, Inc. as an additional contractor for the treatment of bulk hazardous (acidic or alkaline) water; and

**WHEREAS**, Amendment Number One was issued to revise the General Terms and Conditions to include language in Article P, Insurance Provision, requiring the Contractor to provide Additional Insured and primary non-contributing endorsements for the Pollution Liability policy; and

**WHEREAS**, Amendment Number Two was issued to update Exhibit C, Attachment 1, Contractor Statement of Charges, Treatment and Disposal as listed in Section E, to include manifest fees due to the Environmental Protection Agency requirement for implementation of electronic manifests on all treatment, storage and disposal facilities; and

**WHEREAS**, Amendments Number One and Two resulted in no increase to the Contract not-to-exceed amount; and

**WHEREAS**, County now desires, and Contractor agrees, to amend Article S of the County General Terms and Conditions, in its entirety, to reflect updated County Conflict of Interest terms; and

**WHEREAS**, County now desires to add the Call2Recycle Battery Recycling Program to the Contract and amend relevant Contract terms; and

**WHEREAS**, County now desires to renew this Contract for one year, effective February 1, 2020, through January 31, 2021, in an amount not to exceed \$5,670,000, for a cumulative total not to exceed \$22,680,000;

**NOW, THEREFORE**, for and in consideration of the professional services and mutual promises to be performed for the County by the Contractor in connection with the Services and the compensation to be paid for such Services and mutual promises by the County, the Parties agree as follows:

## ARTICLES

### GENERAL TERMS AND CONDITIONS

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, its Attachments and Exhibits, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services or to cancel all or any part of the services not conforming to applicable specifications, reports, samples or description, or services that do not conform to the prescribed scope of work. Acceptance of any part of the services shall not bind County to accept future services, nor deprive it of the right to return documentation already accepted, at Contractor's expense. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- E. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- F. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article HH below, and as more fully described in Article HH, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of

the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article HH below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or subcontract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-Contractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law and as set forth in paragraphs 23-25, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations. See termination clauses listed within Additional Terms and Conditions, paragraphs 23-25.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contractor shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical

assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently including those of County required in its governmental capacity, in connection with performance of the services; and, if permitted to subcontract, shall be fully responsible for all services performed by subcontractors.

- P. **Insurance Provision:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

### **Coverage**

### **Minimum Limits**

Commercial General Liability

\$5,000,000 per occurrence  
\$5,000,000 aggregate

Automobile Liability including coverage

\$2,000,000 per occurrence

for owned, non-owned and hired vehicles

Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Pollution Liability Insurance	\$3,000,000 per claims made per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that A-E’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

#### **Certificate Holder Information**

The County of Orange has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) shall be forwarded to the Purchasing Manager or designee for the department at the address listed herein. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for professional services and material used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article HH, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. ~~**Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.~~

**Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under

the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 (thirty-six) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article HH, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws. Any added costs and expenses to the Contractor created by modified or new government regulations implemented subsequent to the effective date of this Contract will be handled by the Parties pursuant to Additional Terms and Conditions, Article 8, Changes/Extra Work/Modifications.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract pricing shall include full compensation for providing all required services in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

- Y. Intentionally left Blank.**
- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County

Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- II. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Contract Administrator.

### **Additional Terms and Conditions**

#### **1. Term**

This Contract shall be effective February 1, 2017 and shall continue for three (3) consecutive years, through January 31, 2020, renewable for two additional one-year periods. The County of Orange Board of Supervisors, at its discretion, may require annual renewal of this Contract. The County is not obligated to renew this Contract and does not have to give reason if it elects not to renew. Contractor's declination to renew this Contract will require a minimum of 120 days written notice prior to Contract expiration date. No price increases will be permitted during the Contract period, including renewal terms.

#### **2. Contract Administrator-County**

The County shall appoint a Contract Administrator who will act as the liaison between the County and the Contractor during the term of this Contract. The County's Contract Administrator shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Contract Administrator or designee shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Contract Administrator or designee shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Contract Administrator or designee. The County's Contract Administrator or designee shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said

approval shall not be unreasonably withheld.

**3. Contractor's Project Manager and Key Personnel**

Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without written consent of the County's Contract Administrator or designee, which consent shall not be unreasonably withheld.

The Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Project Manager.

**4. Entirety**

This Contract and all of its Attachments and Exhibits comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract, which vary from the Contractor's proposal, are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both Parties.

**5. Precedence**

The documents herein consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

**6. Compensation**

This is a fixed rate Contract with a fixed ceiling amount to allow for time and materials. Contractor agrees to accept the specified compensation set forth in Exhibit C, Cost/Compensation for Contractor Services, as full remuneration for performing all services and furnishing all staffing and materials defined in Exhibit A, Scope of Work; and for any reasonably foreseeable difficulties which may arise or be encountered in the execution of the services until acceptance; and for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder.

**7. Contractor's Expense**

The Contractor will be responsible for all costs related to photocopying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract.

**8. Changes/Extra Work/Modifications**

County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Paragraphs "C" and "R" of County Contract Terms and Conditions. The Contractor shall make no changes in this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract. If

County-initiated changes affect price, the Contractor's ability to deliver services or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the change was proposed and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract modification before becoming effective. Said modification shall be issued by the Deputy Purchasing Agent or his designee and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work set forth in Exhibit A, Scope of Work.

All extra services are by mutual consent of all Parties and may be subject to the approval of the County Board of Supervisors.

#### **9. Ownership of Documents**

The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole properties of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

#### **10. Data – Title to**

All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

#### **11. Reports/Meetings**

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirement as set forth in this Contract. The County's Contract Administrator or designee and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract. Meetings held between OC Waste & Recycling staff and Contractor's staff to discuss Contractor's non-performance or lack thereof shall not be billable to the County.

#### **12. Records**

Contractor shall keep an accurate record of time expended by Contractor and/or Subcontractors working for Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times.

#### **13. Conflict of Interest**

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving,

providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

#### **14. Child Support Enforcement Requirements**

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract, but prior to official award of Contract, the selected Contractor hereby agrees to furnish OC Waste & Recycling/Purchasing with the required Contractor data and certifications.

Failure of the Contractor to timely submit the data and/or certifications 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, State, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of this Contract.

#### **15. Contractor Bankruptcy/Insolvency**

If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

#### **16. Publication**

No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

#### **17. Subject to Fiscal Appropriations**

This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, this Contract will be terminated without penalty to the County.

#### **18. Performance Surety**

Within ten (10) days of Contract award, the Contractor shall furnish a surety bond, bank's letter of credit or cashier's check to guarantee faithful performance. Said surety shall be for twenty-five percent (25%) of the annual monetary limit of the Contract awarded. Said surety shall be submitted and duly executed by the Contractor and a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The Contractor shall pay all surety premiums, costs and incidentals.

The Surety must be authorized to transact business under the laws of the State of California.

Should any surety be at any time unsatisfactory to the County, or should any bond become insufficient, the Contractor will be given notice to that effect. No further payment shall be deemed due or be made under the Contract until a new surety and/or bond is furnished to the County.

## **19. Liquidated Damages**

Time is of the essence in the implementation and performance of services under this Contract, and the Parties agree that if this Contract is not fully and completely performed within the terms of the Contract, the County will incur damages. Because it is and will be impractical and extremely difficult to determine the actual damages the County will sustain by reason of such delay, it is therefore agreed that Contractor will pay to County liquidated damages as set forth below, per location, for: (a) each and every day a facility is not opened for scheduled operation, or (b) for each 24-hour period beyond a contractually required response or deadline within which Contractor fails to perform. In the event such liquidated damages are not paid, County will deduct the amount thereof from any monies due or as they become due to Contractor.

<u>Center</u>	<u>Liquidated Damages</u>
Anaheim	\$2,000
Huntington Beach	\$2,000
San Juan Capistrano	\$2,000
Irvine	\$2,000
<u>Landfill</u>	<u>Liquidated Damages</u>
Olinda	\$500
Frank R. Bowerman	\$500
Prima Deshecha	\$500

This Article may be invoked at the sole option of the County by written notice to the Contractor.

Any damages payable to Contractor will be pro-rated based only on the direct quantum of services that cannot be performed in accordance with the agreed-upon timeframes as a result of County's failure to perform or delays caused by the County. Contractor will not be entitled to compensation for consequential, indirect, or *Eichleay* damages.

If Contractor is delayed by reason of changes or extra services ordered by County, the time of performance of this Contract may be extended commensurately by agreement between County's Contract Administrator and Contractor's Project Manager. Contractor will be relieved during the period of such extension of any claim for liquidated damages.

## **20. Breach of Contract**

The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

- c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

## **21. Interpretation of Contract**

In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's Contract Administrator. If disagreement exists between the Contractor and the County's Contract Administrator in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

## **22. Disputes**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Contract Administrator, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:
  - 1. The Contractor shall submit to OC Waste & Recycling Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County's Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction.

## **23. Termination -- Default**

If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten (10) days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party Contractor to provide

goods and/or services as specified in this Contract.

The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

#### **24. Termination -- Convenience of the County**

Notwithstanding any other provision of the Contract, County may at any time and without cause terminate in whole or in part, upon not less than thirty (30) days written notice to the Contractor. Such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the effective date of the termination, whether the Contract shall be terminated in whole or in part and if applicable the portion of work to be terminated. The Contractor shall immediately stop work in accordance with the Notice of Termination and comply with any other direction as may be specified in the Notice of Termination or as provided subsequently by County. The County shall pay the Contractor for the work completed and accepted by County prior to the effective date of the termination, and such payment shall be Contractor's sole remedy. Under no circumstances will the Contractor be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination in whole or in part under this provision. The Contractor shall insert in all subcontracts that the subcontractors shall stop work on the date of and if applicable the portion of work to be terminated in a Notice of Termination, and shall require sub-Contractors to insert the same condition in any lower tier subcontracts.

#### **25. Termination -- Orderly**

After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 120 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

#### **26. 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 the Parties' Project or Contract 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.

**TO: COUNTY**  
 OC Waste & Recycling  
 300 N. Flower Street, Ste. 400  
 Santa Ana, CA 92703  
 Attn: Jesus Perez, Contract Administrator

**TO: CONTRACTOR**  
 Clean Harbors Environmental Services  
 3495 Kurtz Street  
 San Diego, CA 92110  
 Attn: Kim Carter Burgess

Phone: (714) 834-41882421  
Email: [jesus.perez@ocwr.ocgov.com](mailto:jesus.perez@ocwr.ocgov.com)

Account Manager  
(c) 858-204-9255  
(f) 619-226-2588  
[Carter.kimberly@cleanharbors.com](mailto:Carter.kimberly@cleanharbors.com)

**Copy:**  
OC Waste & Recycling  
Attn: Diane Dodson, Purchasing Manager  
Phone: (714) 834-4145  
Email: [diane.dodson@ocwr.ocgov.com](mailto:diane.dodson@ocwr.ocgov.com)

**Copy:**  
Clean Harbors Environmental Services  
Attn: Javier Manzano  
Technical Services District Manager  
(c) 310-403-3379  
(f) 562-684-4516  
[Manzano.javier@cleanharbors.com](mailto:Manzano.javier@cleanharbors.com)

## **Supplementary Terms & Provisions**

### **27. Site Investigation and Representation**

Contractor acknowledges that it has satisfied itself as to the nature and location of the work, the prevailing general and local conditions affecting the North, Central and South Regional Landfills, particularly those bearing upon the impacting availability of water, electrical power, facilities, security, and crew facilities. Furthermore, the Contractor has familiarized itself with the uncertainties of weather and ground conditions at the site(s). Failure by the Contractor to acquaint itself with the physical conditions found at the site(s) and available information shall not constitute an excuse for not properly estimating the difficulty or cost of successfully providing these services.

Landfill reference documents for the North, Central and South Regions are available for review at the Olinda Alpha (Olinda) Landfill, Frank R. Bowerman (FRB) Landfill and Prima Deshecha (Prima) Landfill, respectively. Advanced notice to review these documents is required.

### **28. Hours of Operation of Active Landfills**

#### **North Region**

The Olinda Landfill (the North Region primary landfill) is subject to a Memorandum of Understanding with the City of Brea, which may restrict time frames and conditions for operating and maintaining the heavy equipment. The normal operating hours for Olinda Landfill personnel are 5:00 a.m. to 5:30 p.m.; typical landfill operation for refuse haulers is 6:00 a.m. to 4:00 p.m., Monday through Saturday.

#### **Central Region**

The FRB Landfill (the Central Region primary landfill) is subject to a Memorandum of Understanding with the City of Irvine, which may restrict time frames and conditions for operating and maintaining the heavy equipment. The normal operating hours for FRB Landfill personnel are 5:00 a.m. to 6:00 p.m.; typical landfill operation for refuse haulers is 7:00 a.m. to 5:00 p.m., Monday through Saturday.

#### **South Region**

The Prima Landfill (the South Region primary landfill) is subject to a Memorandum of Understanding with the Cities of San Juan Capistrano and San Clemente, which may restrict time frames and conditions for operating and maintaining the heavy equipment. The normal operating hours for Prima Landfill personnel are 6:00 a.m. to 6:00 p.m.; typical landfill operation for refuse haulers is 7:00 a.m. to 5:00 p.m., Monday through Saturday.

**Note: Hours of operation at all landfills are subject to change upon immediate notice, and Contractor will adjust to any changes in hours of operation at no cost to OC Waste & Recycling. No overtime will be allowed.**

### **29. On-Site Personnel**

Contractor shall furnish on-site service personnel, storage containment, and all required tools and equipment necessary to perform the required services as referenced herein. Contractor is required to provide dedicated lead personnel for each HHWCC.

Contractor personnel shall coordinate efforts to ensure performance of all services in accordance with the terms and conditions of this Contract. OC Waste & Recycling reserves the right to request a change in Contractor personnel at any time. All costs related to changes in Contractor personnel are the sole responsibility of the Contractor and shall be included as part of the Fixed Rate Contract. Contractor shall request in writing, and must receive OC Waste & Recycling approval prior to implementing any change in personnel. Any request for change in personnel will be accompanied by background information for new personnel as described in this section. Interim changes in permanent personnel shall be pre-approved a minimum of forty-eight (48) hours prior to change, unless otherwise waived by the OC Waste & Recycling Contract Administrator or designee.

### **30. Water and Utilities**

OC Waste & Recycling provides water and electricity at the HHWCCs. Any additional water or plumbing required by the Contractor beyond the levels provided at the start of the Contract shall be the responsibility of the Contractor and shall be included in the Fixed Rate Contract.

Contractor shall provide any power or utilities beyond the service level and infrastructure existing at the start of the Contract within the designated areas needed to perform all services of this Contract in a safe and efficient manner. All costs to secure any additional utility access and regular service cost are the sole responsibility of the Contractor.

### **31. Sanitary Unit**

Contractor shall provide and maintain for their use at least one sanitary unit as required for Contractor personnel. All costs for providing the units are the sole responsibility of the Contractor.

### **32. Inspection**

OC Waste & Recycling maintains the right to inspect Contractor's operations at any time. Contractor personnel shall cooperate with inspection personnel in order to facilitate the inspection. Corrections to improper or inadequate work or safety practices shall be made immediately by Contractor personnel as directed by the OC Waste & Recycling Contract Administrator or designee.

### **33. Safety**

The Contractor shall ensure compliance with all Health and Safety laws and Employment rules and

regulation requirements for employees, in accordance with federal, State and local regulations and laws. Contractor shall be solely and completely responsible for providing safe working conditions within the service areas for all personnel. Safety provisions shall conform to the U.S. Department of Labor (OSHA), CAL-OSHA, California Code of Regulations (CCR) & Fire Codes, and all other applicable federal, State and local agencies associated with regulating specifications defined within this Contract.

Contractor shall notify the OC Waste & Recycling Contract Administrator or designee immediately of all accidents resulting in bodily injury or property damage. A written report shall be filed within twenty-four (24) hours of any bodily injury occurrence. For accidents resulting in property damage, written notification and record of incident shall be submitted to the OC Waste & Recycling Contract Administrator or designee within seventy-two (72) hours of the occurrence.

The Contractor shall submit a detailed Health and Safety Plan (H&SP) in compliance with all local, municipal, state and federal safety and health laws, orders, and regulations applicable to the Contractor operations in performance of this Scope of Work. While on the premises of an active regional landfill or any other site where Contractor equipment is located, the Contractor employees, subcontractors, and agents shall comply with applicable OSHA requirements and any State approved plans and regulations, and the Contractor shall ensure that all of its employees, subcontractors, and agents have a safe place to work on OC Waste & Recycling and all other work premises. Contractor shall also provide and maintain an on-site secondary containment plan and facilities at the Regional Landfill for hazardous contamination spills resulting from services provided in accordance with this Scope of Work. The Contractor shall supply three (3) copies of the plan, included with the H&SP. These containment facilities shall remain on-site for the full duration of the Contract. This plan and facilities must be acceptable to OC Waste & Recycling and is considered part of the H&SP. At a minimum, the H&SP must comply with the minimum site specific standards as set by OC Waste & Recycling.

The Primary H&SP shall be submitted to the OC Waste & Recycling Purchasing Manager within *seven* (7) calendar days of the award of the Contract. Contractor cannot commence work until the plan is reviewed and deemed sufficient to the OC Waste & Recycling's Safety Inspector or appropriate designee. (Reference Attachment 1, Health and Safety Plan Requirements; and Attachment A, Scope of Work, Section VI. Scope of Services, M. H&SP/IIPP)

The contents of the H&SP must meet all regulatory requirements for the services proposed. Contractor shall provide the H&SP specific to the regional landfills, in addition to including plans and medical treatment facilities that would be used in an emergency if equipment or Contractor staff were located at the Regional Landfill, or the Household Hazardous Waste Collection Centers. The following is a checklist of the minimum elements for the H&SP. Plan elements which do not apply to the specific location of Contractor equipment should be noted within the H&SP.

#### *Mandatory*

1. Site Background and Statement of Work: Site specific with emphasis on the type of service performed, the hazards associated with such work, and the programs in effect to protect the employee against those recognized hazards.
2. Injury and Illness Prevention Program (Title 8, California Code of Regulations, Section 3203): Required of all employers of ten (10) or more employees.
3. Code of Safe Practices (Cal. Code of Regs., Title 8, Section 1509): All employers are required to have a Code of Safe Practices in writing and posted at the work place.
4. Emergency Medical Services (Cal. Code of Regs., Title 8, Section 1512): All employers are

required to have this program in writing.

5. Fire Protection Program (Cal. Code of Regs., Title 8, Section 1920): All employers are required to have this program in writing.
6. Hazards Communication Program (Cal. Code Regs., Title 8, Section 5194): All employers are required to have this program in writing **if there is a potential for their employees to come in contact with any products that may be hazardous.**
7. Requirements for Excavations and Shoring (Cal. Code Regs., Title 8, Section 1541.1): All employers are required to have this program in writing **if excavating.**
8. Confined Spaces Procedures (Cal. Code Regs., Title 8, Section 5156): All employers are required to have this program in writing **if confined spaces will be entered.**
9. Hearing Conservation Program (Cal. Code Regs., Title 8, Section 5097): This program shall be written into the H&SP **if employee noise exposures meet or exceed the levels outlined in Cal. Code Regs., Title 8, Section 5907.**
10. Personal Protective Equipment (Cal. Code Regs., Title 8, Section 3380-3400): This program shall be written into the H&SP **if personal protective equipment is required for the contracted work.**
11. Storage, Handling, and Dispensing of Flammable/Combustible Liquids (Uniform Fire Code, Article 79): Requirements must be included in the H&SP **if flammable/combustible liquids will be stored, handled, or dispensed.**
12. Welding, Brazing, and Cutting (Cal. Code Regs., Title 8, Section 1536, 1537): Requirements must be included in the H&SP **if performing these actions.**
13. Compressed Gas Cylinders (Cal. Code Regs., Title 8, Section 1740-1743): Requirements must be included in the H&SP **if storing or using compressed gas cylinders.**

### **34. Household Hazardous Waste Collection Facility and Work Area**

Any damage or repairs caused by the Contractor or his vendors/suppliers to the designated area or other landfill facilities shall be paid for or repaired by the Contractor to the satisfaction of OC Waste & Recycling. All construction and/or replacement shall be done with materials and equipment of the same kind constructed or product installed. If the Contractor does not repair the damaged facility/area within thirty (30) calendar days, the Contractor will pay for all construction/installation and related costs performed by the County by direct deduction plus a ten percent (10%) administration fee from the monthly invoice or by invoiced separate payment. If the needed repair impacts a part of the HHWCC or landfill considered crucial to operations must be repaired immediately and costs shall be paid by direct deduction plus a ten percent (10%) administrative fee as indicated above in the same manner indicated.

Contractor shall be responsible for maintaining clean equipment and a clean working area. Removal of contaminated soil as a result of performing the required activities of this Contract shall be the sole responsibility of the Contractor and will be mitigated to OC Waste & Recycling's satisfaction within thirty (30) calendar days following written notice from the OC Waste & Recycling Contract Administrator or designee. If the area is considered significant by the OC Waste & Recycling Contract Administrator or designee, the area of contamination tested will be certified by a third independent party qualified to conduct the evaluation. The proposed certifying firm will submit qualifications to the OC Waste & Recycling Contract Administrator or designee for acceptance and approval. All costs

associated with contaminated soil removal, disposal and certification, if necessary, shall be the sole responsibility of the Contractor. Prior to removal, the Contractor must provide a manifest of transport showing legal disposal of contaminated material. A copy of the manifest certified and approved by the disposal location, will be provided to OC Waste & Recycling within thirty (30) days of shipment. If manifest is not submitted, OC Waste & Recycling will withhold or deduct directly the estimated cost of removal and disposal from monthly invoice, plus ten percent (10%) administration fee, from monthly invoice until manifest or appropriate documentation is submitted by Contractor.

Upon written notice from the OC Waste & Recycling Contract Administrator or designee, if the Contractor does not comply with the removal of the contaminated soil within the thirty (30) day period, OC Waste & Recycling will remove, process, transport and certify the material as stated above and all costs incurred by OC Waste & Recycling for removal and disposal plus a ten percent (10%) administrative fee will be deducted directly from the Contractors monthly invoice or through supplemental payment as approved by the OC Waste & Recycling Contract Administrator or designee.

Contractor shall be responsible for the storage and protection of any and all products in accordance with manufacturer instructions; product seals and labels will be intact and legible, and sensitive products will be stored in weather tight, climate controlled enclosures. Contractor shall arrange storage of products to permit access for inspection by OC Waste & Recycling or enforcement agency personnel.

### **35. Protection of Contractor Equipment**

Contractor agrees to assume all responsibility for loss or damage to the Contractor's equipment, tools, vehicles, supplies and any other items provided under this Contract.

### **36. Project Management Monthly Meetings**

The Contractor's Project Manager shall attend monthly meetings, as requested, at the OC Waste & Recycling offices conducted by the OC Waste & Recycling Contract Administrator or designee. Contractor shall arrange for the attendance by other Contractor personnel, as necessary. These meetings and attendance shall not impact the services provided, and all related costs shall be included with the rate listed in Exhibit C, Cost/Compensation for Contractor Services, Attachment 2. The monthly meeting agendas shall include, but are not limited to: safety, contractor performance, facility operations, and clarifications.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Contract #MA-299-17010655 on the dates opposite their respective signatures.

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

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.



**County of Orange, a political subdivision of the State of California**

Diane Dodson Administrative Manager I

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

APPROVED AS TO FORM:

County Counsel

By \_\_\_\_\_

James Steinmann, Deputy

## Attachment 1 Health & Safety Plan Requirements

As of 1991, the Department of Occupational Safety and Health (DOSH) - commonly referred to as Cal/OSHA - requires a written and effective ***Injury and Illness Prevention Program*** (IIPP). This is mandated in T8 CCR §3203, *General Industry Safety Orders*, and T8 CCR §1509, *Construction Safety Orders*. The IIPP is the primary component of a comprehensive Health & Safety Plan (H&SP), and one that is closely evaluated by DOSH Compliance Officers. The OC Waste & Recycling Safety Inspector will review the corporate H&SP according to these IIPP requirements:

- **Responsibility** - 3203(a)(1): Identify the person(s) with authority and responsibility for implementing the Program. [NOTE: This is overall authority for the program – field and office]
- **Compliance** – 3203(a)(2): Include a system for ensuring that employees comply with safety and healthy work practices. This includes employee recognition, i.e. safety incentives, disciplinary actions, remedial training or other means to ensure compliance.
- **Communication** – 3203(a)(3): Implement a system to communicate safety and health matters to all affected employees, including provisions whereby the employee can inform the employer of worksite hazards without fear of reprisal. This includes safety or “tailgate” meetings, written communications and/or postings, anonymous hazard reporting by employees, labor/management safety and health committees, or other means to ensure communication with employees.
- **Inspections** – 3203(a)(4): Include procedures for identifying and evaluating work place hazards, i.e. unsafe conditions and/or work practices. Also to be included in the inspection process is the addition of a new or previously unrecognized occupational safety and health hazard (substance, process, procedure or equipment).
- **Accident Investigations** – 3203(a)(5): The Program must include a procedure(s) to investigate injury or occupational illness.
- **Hazard Correction** – 3203(a)(6): Include methods and/or procedures for correcting unsafe and unhealthy work conditions, or practices, in a timely manner.
- **Safety Training & Instruction** – 3203(a)(7): Provide safety training and relevant instruction to employees:
  - New hires, re-classified employees and supervisors.
  - Upon discovery of new or previously unrecognized hazards, or introduction of new materials, policy or equipment.
- **Record Keeping & Documentation:** Records taken to implement and maintain the Program shall include:
  - Safety Inspections – 3203(b)(1): Inspection records, as required by subsection (a)(4), shall include person(s) conducting inspection, identified hazards and corrective actions taken. Retain records for at least one (1) year.
  - Training - 3203(b)(2): Employee training records, as required by subsection (a)(7), shall include employee name or other identifier, dates, type of training, and instructor(s). Retain records for at least one (1) year.

The IIPP is one of a handful of programs that may be required by DOSH. Depending on your operations, your work as a Contractor may require other written programs such as those defined below. It is your responsibility as a Contractor to maintain compliance with applicable standards beyond the basic IIPP requirements, and to submit for review any programs requested by the Safety Inspector should the need arise. The Safety Inspector can be contacted at (714) 834-4117 for additional guidance.

Emergency Action Plan - T8 CCR 3220; Fire Prevention Plan - T8 CCR 3221; Hazard Communication Program - T8 CCR 5194; Confined Space Entry - T8 CCR 5156-5159; Respiratory Protection - T8 CCR 5144; Lockout/Tagout - T8 CCR 3314, 6003 & 2320; Chemical Hygiene - T8 CCR 5191 & Article 110; Bloodborne Pathogens - T8 CCR 5193; and Hearing Conservation - T8 CCR 5096 – 5100.

**EXHIBIT A**  
**SCOPE OF WORK**  
**HAZARDOUS WASTE COLLECTION & DISPOSAL SERVICES**

**I. BACKGROUND****A. PROGRAM SERVICE AREA**

The County of Orange, OC Waste & Recycling (sometimes referred to as “County”), administers the Hazardous Waste Program that consists of hazardous materials collection and disposal for the Landfill Load Check Program and the Household Hazardous Waste Collection Program (HHWCP). HHWCP services are provided on a regional basis for all 34 Orange County cities and the unincorporated communities, with a total population for the year 2014 of 3,113,991 consisting of 1,062,966 households.

**B. OVERVIEW OF CURRENT OPERATIONS**Landfill Load Check Program

OC Waste & Recycling currently operates three (3) Class III landfills: Olinda Alpha Landfill near the City of Brea, Frank R. Bowerman Landfill near the City of Irvine, and the Prima Deshecha Landfill near the City of San Juan Capistrano. Refer to Exhibit A, Attachment 1, Map of Landfill Sites, for locations. State law mandates that all Class III landfills have a Load Check Program. OC Waste & Recycling complies with that requirement and has established a Load Check Program at all three landfills. The purpose of a Load Check Program is to prevent the disposal of hazardous waste at landfills by visually inspecting incoming refuse loads. On those occasions when hazardous waste is found and OC Waste & Recycling cannot locate the generator, OC Waste & Recycling becomes responsible for the proper management of the waste. When hazardous waste is found in a load, OC Waste & Recycling staff removes it and transports it to a designated storage area located on landfill property. Every 90 days, or as needed depending upon storage capacity, Contractor shall package, transport and dispose of the load check waste.

Household Hazardous Waste Collection Program

OC Waste & Recycling manages Orange County's Household Hazardous Waste Collection Program (HHWCP) which consists of four permanent collection centers regionally located. These four (4) centers accept common household hazardous waste (HHW) and electronic waste (e-Waste) from County residents, maintains a HHW Materials Exchange Program (MEP), also known as the Reuse Program. The four Regional Household Hazardous Waste Collection Centers (HHWCCs) are located in the cities of Anaheim, Huntington Beach, Irvine, and Juan Capistrano. Refer to Exhibit A, Attachment 2, Map of HHW Collection Centers, for their respective locations. The Hazardous Waste Contractor provides operational support for all four regional collection centers in addition to maintaining the Material Exchange Program. HHW collected at the centers that meet the Quality Assurance Criteria found in the Quality Assurance Plan (reference Section VIII.) are deemed acceptable for inclusion for the MEP.

Temporary one-day HHW Collection events shall be coordinated by OC Waste & Recycling to better serve Orange County on an as needed basis. Contractor shall provide staffing, sorting, recycling, treating, categorizing, performing sampling and analysis as needed, packaging, labeling, marking, manifesting, transporting, and disposing for the collection events.

A Conditionally Exempt Small Quantity Generator (CESQG) Program is planned for implementation during this contract period, and Contractor shall implement the program as directed by OC Waste & Recycling Contract Administrator and shall have the technical expertise to carry out implementation of this program.

At present, the days and hours of operation, are Tuesday through Saturday, 9:00 a.m. to 3:00 p.m., which is subject to change. The HHWCCs are closed on rainy days and major holidays: Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day.

### **C. EXCLUSIVITY**

County reserves the right to contract with other parties directly for the collection of certain items. For example, the County may establish a separate contract for the collection of large appliances from its landfills.

## **II. OBJECTIVE**

Contractor shall be a California registered hazardous waste management firm and shall perform a full range of hazardous waste management services which include, but are not limited to: staffing, sorting, recycling, treating, categorizing, performing sampling and analysis as needed, packaging, labeling, marking, manifesting, transporting, and disposing of collected household hazardous waste from the Orange County Landfills and the Household Hazardous Waste Collection Program. Services shall be provided in the most cost-effective manner and in compliance with all applicable regulations and requirements.

Contractor's performance of services shall be in accordance with, and to the satisfaction of: OC Waste & Recycling; Orange County and Anaheim Certified Unified Program Agencies (CUPAs); California Department of Toxic Substances Control; California Code of Regulations, Title 8 (CalOSHA), Title 22 (Division 4 and 4.5), and Title 26 (Toxics); California Health and Safety Code, Chapter 6.5; Code of Federal Regulations, Title 29 (OSHA), Title 40 (Environmental Protection), and Title 49 (Transportation); and all other applicable federal, state, and local codes and regulations. Contractor shall ensure that all subcontractors perform in accordance with the terms and conditions of this Contract.

Contractor shall work to reduce program costs wherever possible through efforts including, but not limited to, staffing efficiencies, thorough utilization of recycling and reuse, bulking, exploring competitive transportation, treatment and disposal options, etc. The Contractor shall work to minimize the number of drums or containers that will be disposed of at permitted Transfer, Storage and Disposal Facilities (TSDFs), including Class I or II hazardous waste landfills. Additionally, the Contractor shall recommend potential opportunities for cost savings throughout the term of the Contract.

Contractor shall staff and operate the Anaheim, Huntington Beach, Irvine, and San Juan Capistrano Regional Household Hazardous Waste Collection Centers; respond to emergencies in a timely manner; establish and maintain satisfactory working relations with County and Collection Center property owners; utilize billing formats acceptable to OC Waste & Recycling; and strictly adhere to and comply with existing, modified and/or future operations plans and all federal, state and local permits, laws and regulations specific to each Household Hazardous Waste Collection Center and Landfill.

### **III. HAZARDOUS WASTE PROGRAM GOALS**

OC Waste & Recycling is committed to the hierarchy established under the California Integrated Waste Management Act that promotes source reduction, reuse, and recycling first. It is OC Waste & Recycling's goal to reuse, recycle, process, treat, minimize, and consolidate as much waste as is possible prior to shipment for final disposal. Recycling, beneficial reuse (energy recovery/supplemental fuel) and treatment and environmentally sound incineration are preferred methods of disposal as they are less likely to result in long-term liability for the County of Orange.

The immediate goals of the HHWCP are to:

- (1) Provide a more consistent opportunity to all Orange County residents for accessible, safe and legal disposal of household hazardous wastes through the establishment of the HHWCCs;
- (2) Properly dispose of hazardous waste found abandoned and illegally dumped at landfills; and
- (3) Provide education to increase public awareness of both environmentally safe alternatives to HHW, and proper disposal, recycling and reuse options. OC Waste & Recycling's goal is that these services shall be provided as cost effectively as possible while not incurring any associated long term liability.

OC Waste & Recycling will promote the reduction in use and recycling of hazardous materials through education. Contractor shall assist OC Waste & Recycling in developing and distributing educational materials and making other reasonable efforts to educate participants in safe use and storage of products.

OC Waste & Recycling will promote the reuse of household products through the Material Exchange Program (MEP) when it is judged safe to do so. As Contractor sorts hazardous wastes for disposal, products that are deemed safe and meet the MEP Quality Assurance Plan Criteria shall be separated and used to stock MEP shelves at the HHWCCs. (Reference Section VIII. Material Exchange Program Quality Assurance Plan.)

### **IV. SCOPE OF SERVICES - LANDFILL LOAD CHECK**

#### **A. STAFFING**

OC Waste & Recycling personnel will remove abandoned and illegally disposed hazardous waste from the landfill area and secure it in a designated storage area. Contractor, when requested by OC Waste & Recycling, shall provide on-site technical staff to perform those duties referenced in Section IV.C. Disposal/Treatment Services. Contractor shall provide at a minimum of two (2) technicians on each call, unless otherwise agreed to by the OC Waste & Recycling Contract Administrator or designee.

Contractor's personnel shall be trained according to California Occupational Safety and Health Act (Cal-OSHA) requirements (CCR Title 8) in the safe and proper handling of hazardous wastes and shall be capable of emergency response and clean-up of hazardous materials spills, and containing and securing of wastes during disasters.

All staff shall be trained and provided a copy of the H&SP and Contractor shall be required to provide proof of training for each staff member appropriate to their job function, as set forth in Title 22, CCR Title 8,

Department of Transportation HM-181 requirements, and any other applicable state or federal regulations. (Reference Supplementary Terms and Provisions, "Safety"; Attachment 1, Health and Safety Plan Requirements; and Attachment A, Section VI. M, H&SP/IIPP) Contractor shall keep training records current and made available upon request by OC Waste & Recycling Contract Administrator or any regulatory entity.

## **B. TRANSPORTATION REQUIREMENTS**

Contractor and any authorized Subcontractors used to transport hazardous waste shall be a California registered hazardous waste hauler. (Reference Exhibit D, Subcontractor Services) Vehicles used in the performance of services under this Contract shall be in good operating condition, properly maintained, regularly inspected, and meet California Motor Vehicle requirements, CCR Title 8 (Cal-OSHA) and CCR Title 22 regulations, Department of Transportation regulations (CFR 49), and any and all other applicable codes required for transporting hazardous waste. Within 7 days of Contract award, Contractor shall furnish copies of valid California driver's licenses for Contractor staff that may drive to the landfills, collect materials from the HHWCCs or otherwise drive in service of this Contract and EPA certification to Contract Administrator. Truck drivers shall possess all proper licensing, endorsements and training for transportation of hazardous wastes and able to verify proper loading, segregation, labeling/marketing of containers, placarding and manifesting of materials.

## **C. DISPOSAL/TREATMENT SERVICES**

Contractor shall perform a full range of disposal services on an as-needed basis, which may be daily/weekly/monthly depending upon capacity at the landfill load check storage area. These services shall include, but are not limited to: sorting, categorizing, packaging, labeling, marking, manifesting, transporting, performing sampling and analysis as needed and disposal of collected household hazardous wastes. Most of the hazardous wastes collected at the landfills are household and commercial wastes in individual containers. Disposal services include the packaging and transporting of hazardous wastes illegally disposed of at County landfills and emergency hazardous waste spills, which shall include cleanup and removal.

In addition to household and commercial hazardous wastes being managed, Contractor shall provide transportation and recycling of appliances and electronic wastes. Contractor shall insure that all waste packaged and stored at landfill load check storage areas are transported to a permitted TSDF or approved recycler.

Contractor's performance of services defined herein shall be in accordance with and to the satisfaction of OC Waste & Recycling; Orange County and Anaheim CUPA's; California Code of Regulations, Title 8 (Cal-OSHA), Titles 22 (Division 4 and 4.5) and 26 (Toxics); California Health and Safety Code, Chapter 6.5; Code of Federal Regulations, Titles 29 (OSHA), 40 (Environmental Protection) and 49 (Transportation); California Department of Toxic Substances Control requirements; and any other pertinent and relevant federal, state and local codes and regulations.

Contractor shall maintain a list of facilities and sub-contractors that will be accepting waste generated by the Load Check and HHWCP for disposal, reclaiming or recycling. The list shall include company contact, address and phone number, and types of wastes accepted, for each facility. If Contractor requests to substitute any facility on the list, Contractor shall notify and provide the OC Waste & Recycling Contract Administrator or designee the proposed facility information for approval. OC Waste & Recycling reserves the right to audit or inspect any of the listed facilities to ensure facility compliance. Contractor shall not accept

and/or lab-pack any material that can be managed as non-hazardous waste and disposed of into the regular trash. Contractor shall use reconditioned containers for packaging of hazardous waste whenever permissible.

#### **D. MATERIALS AND SUPPLIES**

Contractor shall provide all necessary materials required for proper separation, containerization, handling, storage, transport and disposal of collected materials. Contractor shall provide an adequate number of containers, packaging materials and absorbent for various landfill activities. Contractor, at its own expense, shall also provide necessary personal protective equipment, supplies and administrative materials which includes, but is not limited to, protective clothing, goggles, respirators, tools and supplies, and any other materials/supplies, forms, manifests, labels, markings, placards and equipment required to conduct hazardous materials related activities at the landfill sites.

#### **E. RESPONSE TIME**

Contractor shall respond to a regular service request upon notification from the OC Waste & Recycling Contract Administrator or designee within 48 hours or less, as mutually agreed.

Contractor shall respond to emergency service requests, i.e. hazardous waste spills, within three hours after initial notification from the OC Waste & Recycling Contract Administrator or designee and shall arrive on-site with all necessary personnel, equipment and materials, and begin cleanup. This also pertains to emergency response in the event of a major earthquake, natural or unnatural disaster.

Contractor shall respond within one week to service requests for disposal of pressurized gas cylinders, low-level radioactive waste, medical waste or other hazardous wastes not regularly received and managed. The one week response time shall include sampling, hazardous categorization, laboratory analysis, packaging, and if necessary disposal.

#### **F. MANIFESTING**

Contractor shall efficiently and correctly manifest materials that will comply with, and satisfy requirements of: California Code of Regulations, Title 22; Code of Federal Regulations, Title 40 and Title 49; California Department of Toxic Substance Control; U.S. EPA permitted disposal facility's requirements for receiving the materials; and OC Waste & Recycling. Manifests, bills of lading, and markings shall be pre-printed with generator information and the Department of Transportation description, at Contractor's expense. OC Waste & Recycling staff will review drum markings, labels, and manifests prior to signing manifest and shipping waste. Alternatively, the Contract Administrator has the option to require Contractor to provide these services and may designate in writing a specific Contractor staff member to assume this responsibility for a specified period of time. Contractor shall ensure that the transporter, whether Contractor or subcontractor, provides proper D.O.T. placarding of vehicle at time of shipment.

#### **G. WORK ORDERS**

Contractor shall use separate work order forms, approved by OC Waste & Recycling Contract Administrator or designee, for each service response at each landfill. Work order forms shall include but are not limited to specifying services performed, record of man-hours worked and materials utilized. Completed work orders, at the completion of each service, shall be reviewed, approved and signed by OC Waste & Recycling's designated hazardous waste employees at each landfill site.

## **H. HOLIDAY CLOSING**

County landfills are closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor shall not be required to perform standard services, however emergency service provisions shall still apply.

## **V. SCOPE OF SERVICES -- HHWCCs**

### **A. STAFFING**

Contractor shall staff and operate the Anaheim, Huntington Beach, Irvine, and San Juan Capistrano Regional Household Hazardous Waste Collection Centers (HHWCCs) with experienced and qualified personnel to provide the services set forth below in Section V. C, Disposal/Treatment Services. Contractor shall provide the number, type, and duration of labor described in Exhibit A, Attachment 3, HHWCP Manpower Work Schedule; any deviation from this schedule must be approved by OC Waste & Recycling's Contract Administrator, at OC Waste & Recycling's sole discretion. OC Waste & Recycling may reduce the number of days the HHWCCs are open and/or may add services on Monday; staffing and billing would be adjusted accordingly. OC Waste & Recycling Contract Administrator or designee will review and sign manifests, review and approve Contractor's billings, and act as emergency incident liaison/contact, unless task is delegated to Contractor (reference Section V.K. Manifesting).

Contractor's personnel shall be trained according to the California Occupational Safety and Health Act (Cal OSHA) requirements (CCR Title 8) in the safe and proper handling of hazardous wastes, and shall be capable of emergency response and clean-up of hazardous materials spills, and containing and securing of wastes during inclement weather and disasters.

All staff shall be trained and provided a copy of the H&SP and Contractor shall be required to provide proof of training for each staff member appropriate to their job function, as set forth in Title 22, CCR Title 8, Department of Transportation HM-181 requirements, and any other applicable state or federal regulations. (Reference Supplementary Terms and Provisions, "Safety"; Attachment 1, Health and Safety Plan Requirements; and Attachment A, Section VI. M, H&SP/IIPP) Contractor shall be required to keep training records current and made available upon request by OC Waste & Recycling or any regulatory entity.

Contractor staff shall conduct business in a polite and courteous manner with property owner representatives and members of the public. The OC Waste & Recycling Contract Administrator or designee may direct a replacement of any member of Contractor's staff who fails to comply with the requirements of this Contract or fails to represent the County in its best interests.

### **B. TRANSPORTATION REQUIREMENTS**

Contractor and any authorized Subcontractors used to transport hazardous waste shall be a California registered hazardous waste hauler. (Reference Exhibit D, Subcontractor Services) Vehicles used in the performance of services under this Contract shall be in good operating condition, properly maintained, regularly inspected, and meet California Motor Vehicle requirements, CCR Title 8 (Cal-OSHA) and CCR Title 22 regulations, Department of Transportation regulations (CFR 49), and any and all other pertinent and relevant federal, state and local codes and regulations required for transporting hazardous waste. *Within 7 days of Contract award*, Contractor shall furnish copies of valid California driver's licenses and EPA

certification to OC Waste & Recycling Contract Administrator or designee. Truck drivers shall possess all proper licensing, endorsements and training for transportation of hazardous wastes and able to verify proper loading, segregation, labeling/marketing of containers, placarding and manifesting of materials.

### **C. DISPOSAL/TREATMENT SERVICES**

Contractor shall provide on-site technical staff to collect, sort, weigh, inventory, package, manifest, transport, and provide for the treatment, disposal, recycling and reuse of a wide variety of household hazardous and CESQG wastes. Contractor shall perform these services on scheduled days/times, as well as on an as-needed basis. These services shall include, but are not limited to: receiving, sorting, categorizing, performing sampling and analysis as needed, packaging, bulking, labeling, marking, manifesting, transporting, and disposal of hazardous wastes generated by residents and CESQGs of Orange County. In addition, Contractor shall be able to respond, contain, cleanup and remove emergency hazardous waste spills occurring at the centers within 3 hours of notification by OC Waste & Recycling Contract Administrator or designee. Contractor shall ensure that all waste packaged and stored at the HHWCCs are transported to a permitted TSD or approved recycler.

Contractor's performance of services described herein shall be in accordance with and to the satisfaction of OC Waste & Recycling; CUPA; California Code of Regulations, Title 8 (Cal-OSHA), Titles 22 (Division 4 and 4.5) and 26 (Toxics); California Health and Safety Code, Chapter 6.5; Code of Federal Regulations, Titles 29 (OSHA), 40 (Environmental Protection) and 49 (Transportation); California Department of Toxic Substances Control requirements; and any other pertinent and relevant federal, state and local codes and regulations.

Contractor shall maintain a list of facilities and subcontractors that will be accepting waste generated by the Load Check and HHWCP for disposal, reclaiming or recycling. The list shall include company contact, address and phone number, and types of wastes accepted, for each facility. If Contractor requests to substitute any facility on the list, Contractor shall notify and provide the OC Waste & Recycling Contract Administrator or designee the proposed facility information for approval. OC Waste & Recycling reserves the right to audit or inspect any of the listed facilities to ensure facility compliance. Contractor's selection of subcontractors is subject to the reasonable approval of OC Waste & Recycling. OC Waste & Recycling reserves the right to direct Contractor to replace a subcontractor at OC Waste & Recycling's sole discretion.

The OC Waste & Recycling Contract Administrator or designee shall identify materials that Contractor shall pull from the waste stream and make available to the general public through the Materials Exchange Program, according to the Quality Assurance Plan (reference Section VIII, Materials Exchange Program Quality Assurance Plan).

Contractor shall not package any materials that can be managed as non-hazardous waste and disposed of into the regular trash. Contractor shall use reconditioned containers for packaging of hazardous waste whenever permissible and shall pass any cost savings on to the County.

Contractor shall replace drums used for storage of bulk antifreeze and waste oil with new drums every ninety (90) days at all HHWCCs. Each time a drum is replaced Contractor shall mark the new drum with the date of when the change out was made.

OC Waste & Recycling will provide dumpsters and will be responsible for the disposal of regular trash generated from the program.

**D. SMOKE DETECTORS**

Upon direction from the OC Waste & Recycling Contract Administrator or designee, Contractor shall accept and dispose of household smoke and carbon monoxide/smoke detectors at the rate included in Exhibit C, Attachment 1, Contractor Statement of Charges. Alternatively, OC Waste & Recycling may provide containers for each facility and instruct Contractor to place detectors in such containers and mail full containers to the company and address provided by County; if the third-party costs for the containers and subsequent delivery and processing are provided by County, Contractor will not be paid a fee. OC Waste & Recycling may also choose not to collect such detectors at the HHWCCs.

**E. MATERIALS, SUPPLIES AND EQUIPMENT**

Contractor shall provide all necessary materials, supplies, and equipment required for collection and proper separation, containerization, handling, storage, transport and disposal of collected materials. Contractor shall provide an adequate number of containers, packaging materials and absorbent for on-site bulking and lab-packing of certain materials. Contractor, at its own expense, shall also provide necessary personal protective equipment, materials, supplies and equipment which include, but are not limited to, protective clothing, goggles, respirators, tools, portable restrooms and sinks, visqueen (plastic sheeting), forms, manifests, labels, markings, placards, office supplies and equipment including copy and facsimile machines, computers, printers, forklifts, pallet jacks, paint bulking equipment and any other materials/supplies required to independently conduct household hazardous waste collection, reuse, recycling, and disposal activities at the HHWCCs. (Reference Exhibit C, Attachment 1, Standard Services) All equipment shall be maintained and kept in good working condition by Contractor.

**F. TESTING OF SECONDARY CONTAINMENT**

Contractor shall test the secondary spill containment reservoirs of the pallets and storage module buildings at each HHWCC at least every six months. Testing shall include filling each reservoir with water to ensure no leaks are evident, then remove and properly contain the water, and determine proper disposal. Additionally, Contractor staff shall complete a Secondary Spill Containment Inspection Report and submit the form to OC Waste & Recycling Contract Administrator or designee upon completion of the testing. If leaks in containment reservoirs are found, Contractor staff shall immediately contact OC Waste & Recycling Contract Administrator or designee to make arrangements for replacement or repair of the pallets, including spill containment reservoirs.

**G. HAZARDOUS WASTE RECEIVED FROM PROPERTY OWNERS**

OC Waste & Recycling has License Agreements with the property owners for the Anaheim HHWCC, Republic Services, Inc., and for the Huntington Beach HHWCC, Rainbow Disposal Co Inc. As part of these agreements, OC Waste & Recycling permits these property owners to deliver certain household hazardous waste materials to the HHWCC on their property. Contractor shall accept material from these property owners as directed by OC Waste & Recycling.

**H. FACILITY MAINTENANCE**

Contractor shall maintain the HHWCCs in a neat and organized manner in order to maintain a clean appearance and safe working environment. These requirements shall be conducted on a daily basis and shall include, but are not limited to: maintaining organized and orderly files; spills and splatters cleaned up

immediately; the plastic visqueen sheeting on the floor changed weekly, or when needed, and all holes patched immediately; paper and debris, broken glass and plastic from electronic waste, shall be picked up inside and along the perimeter of the Center; the facility swept daily or as needed; the facility is to be pressure washed bi-annually or as needed; spills and residues on the outside of the bulking drums wiped off immediately; all labels and markings legible and securely affixed to the containers; all waste packaged and stored in the appropriate container at the end of each day; and all supplies stored within the interior fencing of the Centers, unless the OC Waste & Recycling Contract Administrator or designee has approved otherwise.

Contractor shall perform pre- and post- operation inspections at all sites on a daily basis to verify functioning of safety devices, fire suppression systems and general housekeeping and shall maintain inspection reports on site.

According to safety regulations, all food and drinks shall only be stored and consumed in the office area or outside the facility fence, and smoking is not permitted in or near the facility.

The OC Waste & Recycling Contract Administrator or designee will conduct periodic safety inspections addressing these issues and will identify any areas of concern. OC Waste & Recycling will require Contractor to remedy any deficiencies as soon as possible.

#### **I. DISASTER OCCURRENCE**

Contractor shall provide all labor, materials and supplies necessary to properly fasten, restrain, and secure all hazardous wastes for the occurrence of inclement weather as well as a major earthquake, natural or unnatural disaster. Contractor shall have available on-site supplies for containment of incidental and large spills. Contractor may be expected to provide necessary resources, facilities and equipment as covered in this scope of work for response and recovery operations as needed by County following a major disaster.

#### **J. RESPONSE TIME**

Contractor shall respond to emergency service requests/hazardous waste spills and shall arrive on-site within three hours after initial contact from the OC Waste & Recycling Contract Administrator or designee. This response requirement also pertains to emergency response in the event of a major earthquake, natural or unnatural disaster.

Contractor shall respond within one week of notification of OC Waste & Recycling's service request to process all unknown materials. Contractor shall also respond within one week of notification by OC Waste & Recycling Contract Administrator or designee for service requests to remove and dispose of pressurized gas cylinders, low-level radioactive waste, medical waste or other hazardous wastes not regularly received and managed at the HHWCCs. The one week response time shall include sampling, hazardous categorization, laboratory analysis, packaging, and if necessary disposal.

#### **K. MANIFESTING**

Contractor shall efficiently and correctly manifest materials that comply with and satisfy requirements of: the California Code of Regulations, Title 22; Code of Federal Regulations, Title 40 and Title 49; the California Department of Toxic Substance Control; the U.S. EPA permitted disposal facility's requirements for receiving the materials; and OC Waste & Recycling. Manifests, bills of lading, and markings shall be pre-printed with generator information and the Department of Transportation description, at Contractor's expense. OC Waste & Recycling staff will review drum markings, labels, and manifests prior to signing manifest and shipping

waste; alternatively, the Contract Administrator has the option to require Contractor to provide these services and may designate in writing a specific Contractor staff member to assume this responsibility for a specified period of time. Transporter shall be responsible for providing proper D.O.T. placarding of vehicle at time of shipment.

#### **L. WORK ORDERS**

Contractor shall complete an OC Waste & Recycling approved work order form on a weekly basis for each HHWCC and provide all necessary backup documentation for processing of payments. Work order forms shall specify, but are not limited to, services performed, record of man-hours worked, materials utilized, and transportation and disposal costs. Completed work order forms shall be reviewed and approved by the OC Waste & Recycling Contract Administrator or designee prior to issuing an invoice.

#### **M. PUBLIC ACCESS/DAYS AND HOURS**

The HHWCCs and MEP are available for public access and use Tuesday through Saturday from 9:00 a.m. to 3:00p.m. The CESQG Program, once implemented at designated facilities, will operate on Monday only from 8:00 a.m. to 4:00 p.m. by appointment. OC Waste & Recycling reserves the right to increase or decrease HHWCC operating hours and days, which may include closure, change of hours, and/or determining and setting conditions or limitations on center operating days and hours. The OC Waste & Recycling Contract Administrator or designee will provide reasonable advance notice to Contractor in the event of any change in public access to the facilities. Exhibit A, Attachment 3, HHWCP Manpower Work Schedule, may also be impacted with the modification of hours of operation.

#### **N. FACILITY CLOSURE**

##### Holidays

The Anaheim, Huntington Beach, Irvine, and San Juan Capistrano HHWCCs are closed on rainy days and the following holidays: New Year's Day, Independence Day, Thanksgiving Day, Christmas Day, Memorial Day and Labor Day.

##### Weather

All four (4) HHWCCs will close on rainy days when weather is such that conditions are unsafe to cause a potential offsite release should a spill occur, or when the ground becomes so wet that a slip, fall, or trip hazard is present.

Closure due to rain will require two (2) technicians to report and remain at each HHWCC during normal hours of operation regardless of center closure due to rain. The technicians shall ensure there are no illegal drop-offs, complete paperwork, and perform site clean-up activities, as necessary.

If HHWCCs are closed or are contemplating closure due to rain, Contractor shall notify and/or obtain approval from the OC Waste & Recycling Contract Administrator or designee. OC Waste & Recycling shall have the right to close, change operating hours, set conditions or limitations on, or determine operating days at all HHWCCs when deemed necessary, and will give reasonable notification to Contractor.

#### **O. SECURITY EQUIPMENT MONITORING AND MAINTENANCE**

Contractor shall provide, maintain and, if needed, replace mobile telephone crushers at the Anaheim,

Huntington Beach, Irvine, and San Juan Capistrano Household Hazardous Waste Collection Centers at Contractor's expense. This machine will be used on all incoming mobile telephones upon receipt of device. Laptop and tablet computers and similar devices must be broken upon receipt in a manner sufficient to ensure they may not be reused or, either with this crusher or by other means.

Contractor shall provide, install, and maintain security camera systems at the Anaheim, Huntington Beach, Irvine, and San Juan Capistrano Household Hazardous Waste Collection Centers. These systems shall continuously record the full range of activity from the point at which Contractor's staff removes items from the vehicles, through the points at which mobile telephones are crushed, laptops and similar items are otherwise broken on-site, or any other items are stored pending ultimate disposal. Contractor shall be responsible for providing a sufficient number of cameras; equipment quality; and camera installation at angles to provide a clear view of the chain of custody from drop-off until storage or destruction of all items. Equipment and installation are subject to County's reasonable approval. Contractor shall be responsible for all associated costs, including but not limited to: purchasing all equipment; maintaining and/or replacing all equipment, including any third-party maintenance contracts; providing ongoing services, including any third-party service and/or utility contracts; and removing and disposing of replaced or damaged equipment.

Contractor shall monitor the equipment to ensure that video feeds are being recorded during site operations; shall ensure that such recordings cannot be edited by site staff; shall provide redundant or backup systems or protocols to account for possible video system or utility outages; shall preserve recordings cataloged by site and time for a minimum of one year; and shall provide OC Waste & Recycling continuous, real-time access to monitor, review, and/or download recordings, which OC Waste & Recycling may do in its sole discretion. This provision does not require OC Waste & Recycling to monitor, review, and/or download recordings, and in doing so, OC Waste & Recycling will not become responsible for monitoring Contractor's staff or their compliance with the requirements of this Contract.

Contractor's failure to comply with the requirements of this Section, "Security Equipment Monitoring and Maintenance," shall be deemed a material breach of this Contract, and cause for its termination.

#### **P. CALL2RECYCLE BATTERY RECYCLING PROGRAM**

Call2Recycle is a battery stewardship program that manages the collection, transportation, and recycling of rechargeable batteries. Contractor shall enter into an agreement directly with Call2Recycle for recycling rechargeable batteries.

### **VI. SCOPE OF SERVICES**

The specialized services set forth herein shall apply to both the County Landfill Load Check Program and the HHWCCs.

#### **A. EMERGENCY HAZARDOUS WASTE SPILLS**

Contractor, when performing routine standard services, shall contain and cleanup all spills, either incidental or large, immediately. If the spill requires routine operations to be suspended, Contractor shall notify the OC Waste & Recycling Contract Administrator or designee. In addition, an incident report shall be required.

Contractor shall be able to respond to emergency hazardous waste spills and have the ability to draw on other resources (specialized, State registered hazardous waste subcontractors, etc.) for emergency response to a variety of hazardous waste spills at any of the County landfills or HHWCCs.

After initial notification by OC Waste & Recycling Contract Administrator or designee, Contractor shall immediately initiate response and shall arrive on-site in an expeditious manner, in all cases within three hours. Contractor shall arrive on-site with all the equipment and expertise necessary to contain, manage, clean up, lab-pack/store, remove, transport, and properly dispose of the hazardous waste. Contractor's services may require full level "A" protection and decontamination procedures. Contractor shall cooperate with OC Waste & Recycling, local, state, and/or federal emergency personnel.

#### **B. UNKNOWN MATERIALS**

Contractor shall respond within one week of notification by OC Waste & Recycling and shall complete service to process all unknown materials, which includes, but is not limited to, sampling, hazardous categorization, laboratory analysis, packaging, and if necessary, disposal of the unknown material(s). If the unknown materials are identified as not being an immediate health, safety, or environmental threat, they shall be incorporated into the regular waste stream for packaging, transportation, and disposal by Contractor.

#### **C. PRESSURIZED GAS CYLINDERS**

Gas cylinders may vary in size. They may or may not have a valve release mechanism, and the gas may be either hazardous or non-hazardous. Contractor shall possess the capability, either in-house or through a qualified and fully certified and authorized Subcontractor (reference Exhibit D, Subcontractor Services), to respond to OC Waste & Recycling service requests for removal of the pressurized gas cylinders. Contractor's staff shall be trained in the proper storage and handling of gas cylinders. Contractor's response time shall be within one week from the time of each initial service request by OC Waste & Recycling. Contractor's services may include, but are not be limited to, sampling, hazardous categorization, laboratory analysis and packaging.

#### **D. EXPLOSIVES AND AMMUNITION**

Contractor shall possess the capability, either in-house or through a qualified and fully certified and authorized Subcontractor (reference Exhibit D, Subcontractor Services), to respond to OC Waste & Recycling service requests for removal of various explosives, other shock sensitive materials and ammunition, which may include, but is not limited to, boat or highway flares, blasting caps, certain types of acids and nitrates, shotgun shells, rifle/pistol cartridges, and dynamite.

#### **E. HAZARDOUS AND NON-HAZARDOUS SOIL AND LIQUID WASTE**

OC Waste & Recycling may require Contractor to remove/transport/dispose of drums, bins, tanks, or other containers containing hazardous/non-hazardous soil and liquid at active and inactive landfill sites throughout the County. The soil and liquid may be generated from or around fuel storage tanks, drilling/water sampling activities associated with the state required Solid Waste Assessment Test program (SWAT), leachate and condensate collection activities, and equipment wash activities.

#### **F. ELECTRONIC WASTE**

Contractor shall collect, package, transport, dispose of and recycle (not reuse) computer and electronic equipment that include, but are not limited to: cathode ray tubes (CRT), computers and monitors, cellular telephones, small household appliances, and other items containing circuit boards and batteries. Contractor shall follow any mutually agreed terms for reimbursement from recycling electronic waste and obtain any necessary certifications from the State to qualify for reimbursement claims.

#### **G. LOW-LEVEL RADIOACTIVE WASTE**

Contractor shall possess the capability, either in-house or through a qualified and fully certified and authorized Subcontractor, to respond to OC Waste & Recycling service requests for removal of low-level radioactive waste. (Reference Exhibit D, Subcontractor Services) Contractor shall immediately notify the OC Waste & Recycling Contract Administrator or designee if low-level radioactive waste is found either at the HHWCCs or the landfills. Contractor may be required to consult with the State Radiological Health Department. After consultation, if directed by the Contract Administrator, Contractor shall implement a plan for removal or isolation of the radioactive material as approved by OC Waste & Recycling and/or the State Radiological Health Department.

#### **H. APPLIANCES**

Contractor shall possess the capability, either in-house or through a qualified and fully certified and authorized Subcontractor, to respond to OC Waste & Recycling service requests for removal and recycling of appliances collected at each of the three active landfill sites. (Reference Exhibit D, Subcontractor Services) Examples of appliances include but are not limited to: refrigerators, freezers, stoves, ovens, washers, dryers, water heaters, dishwashers, air conditioners, ranges, gas heaters, and trash compactors.

#### **I. ALTERNATE FACILITIES**

OC Waste & Recycling will have the flexibility to divert waste streams to alternate facilities as determined and designated by OC Waste & Recycling Contract Administrator or his designee. Contractor shall be required, if directed by OC Waste & Recycling, to transport materials and/or provide payment for services to alternate facilities as mutually agreed upon by both Contractor and OC Waste & Recycling.

#### **J. 24-HOUR EMERGENCY CONTACT**

Contractor shall provide an emergency contact phone number staffed 24-hours per day, in case an emergency should occur at either a HHWCC or landfill, or during the transportation of waste. The emergency contact shall be familiar with the waste involved and knowledgeable to answer questions from OC Waste & Recycling or emergency responder personnel, and have the capability of contacting Contractor's Supervisor and other Contractor staff familiar with services provided under this Contract, as well as dispatching a response team to the emergency. This phone number shall be written on all shipping papers, including Hazardous Waste Manifests and bills of lading, which accompany the transportation of waste from any OC Waste & Recycling facility.

#### **K. TRAINING**

Contract Administrator may require Contractor to provide HHW-related training programs, either directly or through a third party. Contractor shall keep Contract Administrator up-to-date on current and evolving HHW issues, statutes and regulations.

#### **L. REPORTS AND OPERATION/PROCEDURE/TRAINING/SPECIALIZED MANUALS**

At no cost to the County, Contractor shall complete any and all reports necessary to satisfy State or other regulatory requirements, during the Contract term, and up to one year following termination of Contract. An example is the 303 Report for the previous fiscal year that is typically due in October of the succeeding fiscal year. Furthermore, Contractor shall assist OC Waste & Recycling Contract Administrator or designee with the development, maintenance, and update of any operations/procedures/training/specialized manuals conducive to satisfying existing and any future local, State and federal regulatory requirements affecting hazardous waste collection and disposal activities.

#### **M. HEALTH AND SAFETY PLAN/INJURY AND ILLNESS PREVENTION PLAN**

Contractor, at own expense, shall develop and submit to OC Waste & Recycling Contract Administrator or designee, site-specific Health and Safety Plans (H&SP), and Injury and Illness Prevention Plans (IIPP) for each of the County's three (3) landfill hazardous waste storage areas and four (4) HHWCCs. Contractor shall provide the H&SP and IIPP within seven (7) calendar days from date of notification of award of the Contract by OC Waste & Recycling. Final approval of all Plans shall be secured from OC Waste & Recycling Safety Officer prior to commencement of any Contractor services. Contractor shall review and update Health and Safety Plans annually. Confirmation of this review and any changes shall be submitted by Contractor to the OC Waste & Recycling Contract Administrator or designee for review and subsequent approval of the Plans. All Contractor staff shall be continually trained on the H&SP and IIPP, in addition to all required updates. (Reference Supplementary Terms and Provisions, "Safety"; Attachment 1, Health and Safety Plan Requirements; and Attachment A, Scope of Work, Section VI. Scope of Services, M. H&SP/IIPP)

#### **N. CHANGES IN WASTE MANAGEMENT PRACTICES**

OC Waste & Recycling reserves the right to add/delete the waste management services Contractor provides. Additional services may include, but are not limited to, Conditionally Exempt Small Quantity Generator Program (CESQG), At-The-Door Pickup of HHW, and temporary HHW Collection events. The HHWCP Manpower Work Schedule may be impacted with the addition or deletion of services. (Reference Exhibit A, Attachment 3.)

#### **O. AT-THE-DOOR HHW PICKUP FOR HANDICAPPED AND ELDERLY RESIDENTS**

Contractor shall provide staff, supplies, materials, equipment, and transportation for the scheduling and pickup of HHW from handicapped and elderly residents' homes and transporting it to the Irvine HHWCC.

At-The-Door Pickup is defined as Contractor shall pick up hazardous waste at the customer's place of residence, categorize and package the waste on site, complete necessary documentation, and then transport the waste to the Irvine HHWCC for processing, recycling, reuse, and/or disposal.

Contractor shall provide staff and operate this program in accordance with all applicable local, county, state and federal statutes, regulations and ordinances. County receives customer requests and schedules collection, notifying Contractor as needed. Alternatively, County may instruct Contractor to assign staff to receive calls, screen requests, and/or set appointments for collection.

OC Waste & Recycling requires Contractor to obtain all required permits and City/County/State approvals. OC Waste & Recycling requires Contractor to collect specific information about participants, types and quantities of hazardous waste collected, and to prepare various reports as required by law and/or OC Waste & Recycling. OC Waste & Recycling will obtain environmental documentation and approvals needed to conduct this program.

#### **P. SHARPS COLLECTION**

Contractor shall collect and dispose of sharps, including but not limited to hypodermic needles, pen needles, intravenous needles, syringes and lancets, both through deliver to HHWCCs and if recovered at the landfills.

### **VII. OPTIONAL SERVICES**

OC Waste & Recycling's goal is to increase HHWCP accessibility and participation by offering more convenient collection services for residents and CESQGs. Therefore, Contractor shall be obligated to staff and conduct the following optional programs as directed by OC Waste & Recycling in accordance with all applicable federal, state and local statutes, and regulations and ordinances, in a cost-effective manner.

#### **A. CALIFORNIA EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE**

Exempt Small Quantity Generators (CESQGs) are businesses, non-profit organizations, schools, churches, and local jurisdictions that generate small quantities (max. of 100 kg or 27 gal. or 212 lbs. per month) of hazardous waste. If a CESQG program is implemented, Contractor shall be expected to provide staff, supplies, materials, and equipment to accept hazardous waste from CESQGs.

Contractor shall be required to staff and operate a fee for service CESQG Program that will be implemented at one or more of the HHWCCs during this contract period for qualified small businesses, non-profit organizations, churches, schools, and local jurisdictions to dispose of hazardous waste. The CESQG Program will operate on an appointment basis, Monday only from 8:00 a.m. to 4:00 p.m.

Contractor shall be responsible for collecting, categorizing, packaging on site for processing, recycling, reuse and/or disposal. Contractor may also be required to prepare CESQG price list; schedule CESQG appointments; accept monies and prepare reports.

OC Waste & Recycling will be responsible for: obtaining the necessary environmental documentation and approvals, operating permits, and land-use approvals, prior to commencing operations; handling administrative customer service requests; and obtaining variances.

Contractor and OC Waste & Recycling responsibilities may be subject to change depending upon the implementation and operational plan submitted by Contractor.

#### **B. HHW TEMPORARY COLLECTION EVENTS**

Contractor shall conduct HHW one-day temporary collection events as directed by OC Waste & Recycling. Contractor shall provide staffing, sorting, recycling, treating, categorizing, performing sampling and analysis as needed, packaging, labeling, marking, manifesting, transporting, and disposing for the collection events.

OC Waste & Recycling will determine the number of events. These events may occur on public or private property. Contractor shall be required to respect the property owner and their needs of the property while taking all precautions to protect the property during the entire event and return the property to its original condition, or better, upon demobilization.

### **C. PUBLIC EDUCATION AND OUTREACH**

OC Waste & Recycling's goal is to increase participation through public education and outreach activities. Contractor may be required to conduct public education outreach activities that may include, but are not limited to: conducting presentations to elementary, middle and high schools, and service organizations; staffing booths at community events, festivals and fairs; and/or distributing public education materials in designated communities. Contractor may be required to staff and conduct the above referenced activities and others as needed, and may be required to obtain print and graphic materials, and promotional items, as approved by OC Waste & Recycling Contract Administrator or designee. The County and Contractor will mutually determine the following on an as needed basis: the number of staff members needed; the frequency and type of activity; the type and quantity of print, graphic and promotional items.

### **D. FUTURE REGULATED WASTE STREAMS**

Contractor shall assist in implementing procedures for the safe and cost effective collection, packaging, transportation and disposal or recycling of waste streams as determined hazardous or banned from landfill disposal by future legislation. At such time these wastes are determined necessary for collection at an HHWCC or landfill load check, Contractor shall provide assistance in researching viable disposal and recycling options, development of collection procedures, and cost proposals as needed.

Any of the above noted Optional Programs are subject to future analysis pursuant to the California Environmental Quality Act (CEQA). As such, the manner and structure of the Programs as originally envisioned is subject to some modification in order to minimize impacts on the environment.

## **VIII. MATERIALS EXCHANGE PROGRAM QUALITY ASSURANCE PLAN**

### **A. INTRODUCTION**

The County of Orange, OC Waste & Recycling, manages the Household Hazardous Waste Collection Program (HHWCP). Residents of Orange County bring hazardous household products and latex paint to a Regional Household Hazardous Waste Collection Center (HHWCC) for environmentally safe disposal. The Program makes every effort to recycle or reuse those products. When that is not possible, they are treated and/or disposed of through a hazardous waste collection and disposal agreement with a hazardous waste management firm.

Many of the products delivered to the HHWCCs are reusable. Therefore, to increase recycling and reuse and to reduce hazardous waste treatment and disposal costs, the HHWCP has adopted a Materials Exchange Program (MEP) referred to as the “Stop 'n Swap.”

Only certain types of common household maintenance products are made available to the public through the MEP. This includes latex paint and non-lead based paint products, some automotive products, household cleaners and polishes, registered pesticides, herbicides, pool chemicals, certain fertilizers, hobby and craft supplies, propane tanks, and unused household batteries. To be considered reusable, products shall be appropriately labeled, uncontaminated, and appear to be as originally manufactured. Contractor staff shall examine materials brought into the Household Hazardous Waste Collection Centers (HHWCCs) to determine suitability for the MEP, as specified in Exhibit A, Attachment 5, Acceptable MEP Products.

The MEP also provides recycled latex paint for reuse. When latex paint is brought to the HHWCCs in containers that are less than half full, the paint is reserved for the Recycled Paint Program (RPP). This paint is sorted by color type, bulked in 55-gallon drums, and sent to a certified paint recycler. The paint recycler screens out sediment, reprocesses the paint, and repackages it into five-gallon containers. County may permit County departments, cities and other entities to pick up this paint from the HHWCCs. Contractors shall properly store this paint and assist customers when they pick up. County may instruct Contractor to place such paint in the MEP area for residents when it determines sufficient paint is available to do so.

## **B. SCREENING CRITERIA**

Contractor staff shall screen incoming materials to determine suitability for the MEP. (Refer to Exhibit A, Attachment 5, Acceptable MEP Products and Exhibit A, Attachment 6, Unacceptable MEP Products.)

In order for products to be eligible for the MEP, they shall meet the following criteria:

1. Quantity:
  - Latex paint containers shall be at least half full. Containers of latex paint that are less than half full and are of good quality shall be bulked for reprocessing. (See below, Section VIII. D. Recycled Paint Program)
  - Other product containers shall be at least one-third full
2. Type of Product:
  - Products shall be common household maintenance products and readily available to the general public (i.e., over-the-counter products)
  - Products shall not appear on the Unacceptable MEP Products list, per Exhibit A, Attachment 6
3. Container Quality:
  - Products shall be in their original containers
  - Containers shall be reasonably clean
  - Container closures and caps shall be in acceptable working condition (Leaking containers will not be made available to the public)
  - Labels shall be substantially intact and legible
  - Products in opened boxes will be placed into plastic bags and sealed to prevent spillage

## 4. Product Quality:

- Products shall not display any sign of contamination
- Some products have an expiration date printed on the container and if the product-use period has expired or will expire in less than two months, that product is not made available to the public
- Propane tanks shall not be within one year of requiring re-certification

**C. OPERATIONAL PROCEDURES**

Contractor staff shall use the following procedures to ensure screening protocols and product acceptability criteria are applied.

## 1. Contractor staff shall verify suitability by visually inspecting each container and determining that:

- The container has the appropriate amount of product remaining in it (i.e., latex paint containers are at least half full; other product containers are at least one-third full).
- The product is a common household maintenance product readily available to the general public (i.e., over-the-counter products). If there is any doubt, do not include the product in the MEP.
- The product is not on the "Unacceptable MEP Products" list, per Exhibit A, Attachment 6.
- The product is not an agricultural pesticide recommended for use on food crops.
- The label is intact and readable.
- The product is in the original container (i.e., no unmarked or hand-marked jars, cans, boxes, etc.)
- The container is not compromised in any way (i.e., rusting through, cracked, broken cap, torn, bulging, punctured, or leaking).
- Where applicable, confirm expiration date has not passed or within two months short of expiring. (Ensure propane tanks are not within one year of requiring re-certification.)

## 2. After visually inspecting the products, Contractor staff shall:

- Clean off the container as necessary.
- Place open boxes in plastic bags and reseals them.
- Organize the products on MEP shelves.
- Quantify and record number of gallons of paint received and transferred to the MEP, at a ratio of 10 lbs/gallon. Retain verifiable records for County review and to support rebate amount reflected on invoicing. [*Applicable if a rebate program is proposed.*]

## 3. When participants enter the MEP area, Contractor staff shall:

- Answer participants' questions about the program and how to use it.
- Provide the Material Acceptance and Liability Waiver form to users of the MEP.
- Ensure that anyone removing products from the area completes the Material Acceptance and Liability Waiver form.
- Forward Material Acceptance and Liability Waiver forms to OC Waste & Recycling at least once a week.

## 4. Contractor staff shall maintain the MEP by doing the following:

- Organize materials according to type (i.e., pesticides, pool chemicals, paint and paint products, etc.)

- Stock and label shelves on an ongoing basis.
- Remove products that remain on the shelves for more than six months. (Use an indelible marker to write the date on container that it is placed on MEP shelves and remove after six months.)
- Remove reprocessed paint that is unusable or has been on the shelf for one year and bulk it for disposal.
- Where applicable, remove any products that exceed the expiration date printed on the container by the manufacturer.
- Keep the area orderly and uncluttered.
- Advise OC Waste & Recycling of any problems or issues as they arise.

#### **D. RECYCLED PAINT PROGRAM**

Contractor staff shall assist in the Recycled Paint Program (RPP) portion of the MEP by:

- Removing latex paint containers that are less than half full from consideration for the MEP.
- Visually inspecting the contents to determine if the quality is suitable for reprocessing.
- Lab pack unacceptable paint for shipment and disposal.
- Upon receiving the one-gallon and five-gallon containers of reprocessed paint from the certified paint recycler, store it in the MEP according to color.
- Advising OC Waste & Recycling staff of any stocking problems the reprocessed paint may create.

#### **E. CONTRACTOR RESPONSIBILITIES**

In addition to the screening protocols and procedures described above, Contractor staff shall also be responsible for:

- Promoting the MEP to users of the HHWCCs.
- Advising OC Waste & Recycling of any operational or logistical problems stemming from the MEP.
- Removing any and all reusable products that meet the criteria established in this procedure and placing them in the MEP area.
- Advising OC Waste & Recycling when MEP supplies are getting low. (Do not allow supplies to run out before informing OC Waste & Recycling.)
- Providing MEP literature to users of the HHWCCs when requested by OC Waste & Recycling to do so.
- Use the Material Acceptance and Liability Waiver form to maintain statistics on estimated quantities of materials being removed from the MEP if instructed by County.
- Implementing revised procedures and screening protocols when advised by OC Waste & Recycling to do so.
- Treating all customers of the HHWCCs and the MEP in a professional, courteous, and cooperative manner at all times.

#### **F. OC WASTE & RECYCLING RESPONSIBILITIES**

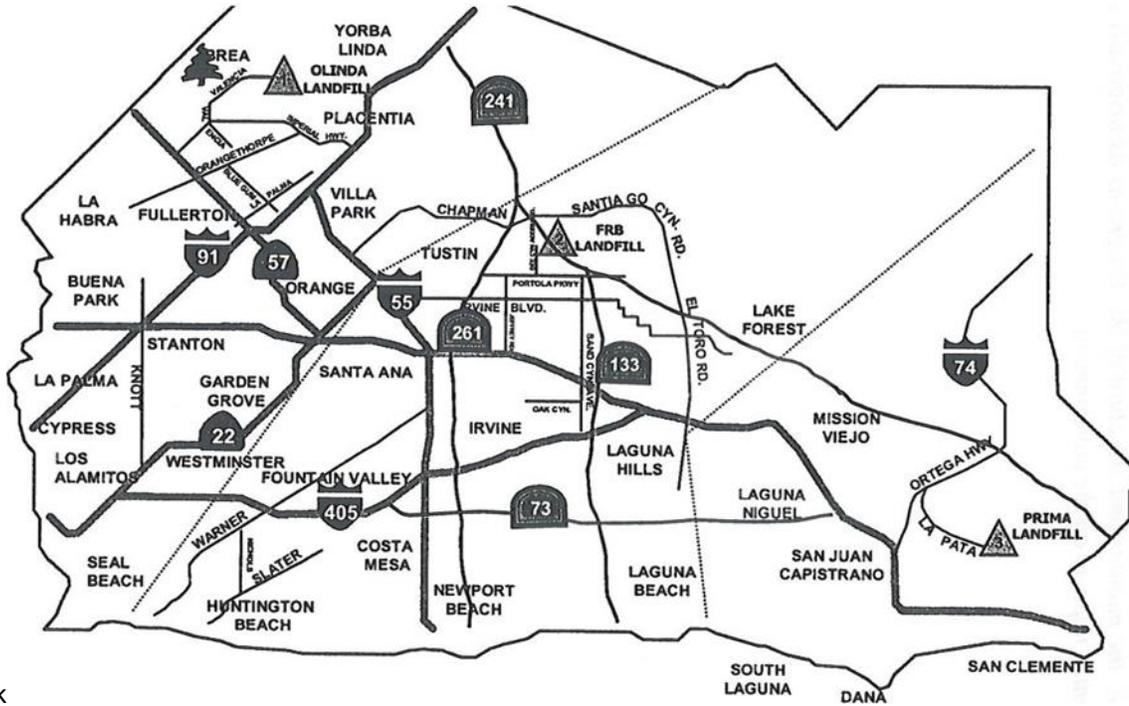
To ensure the success of the MEP, OC Waste & Recycling staff will do the following:

- Periodically monitor Contractor staff screening operations to ensure all reusable products are being removed from the waste stream.

- Monitor hazardous waste disposal costs to ensure that reductions occur.
- Based on actual use of the MEP, make adjustments to screening criteria, procedures, operating hours, advertising, and public education as needed.

**EXHIBIT A  
ATTACHMENT 1**

**MAP OF LANDFILL SITES**

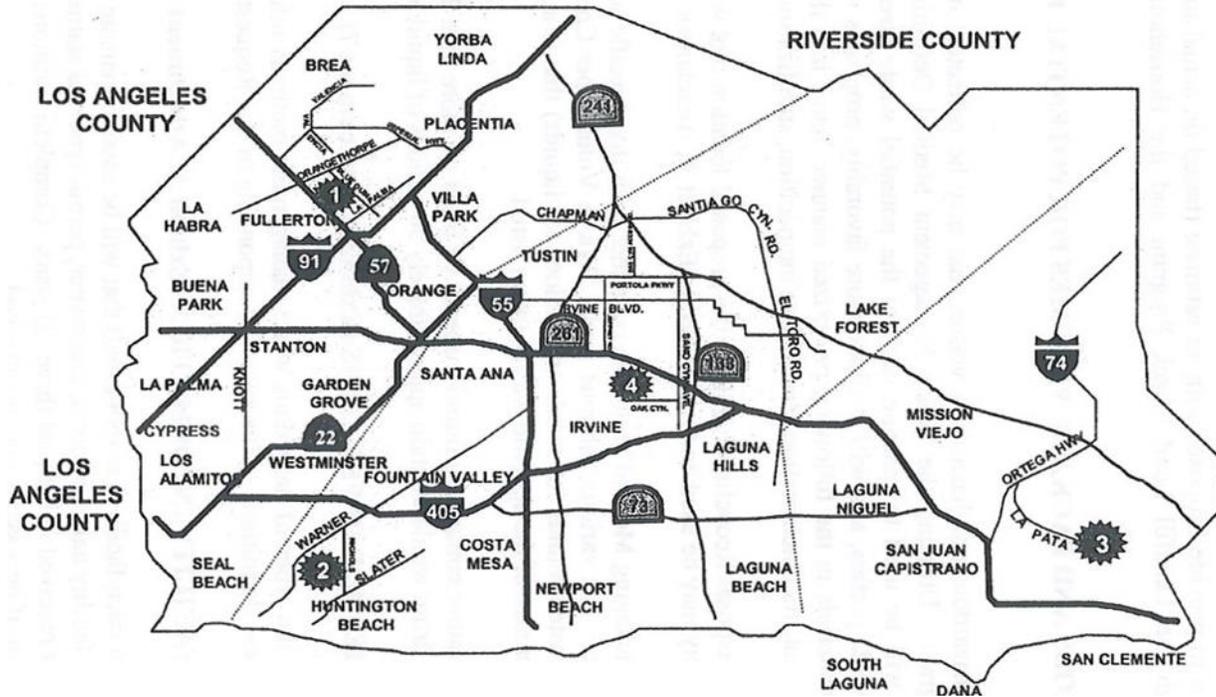


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- |                                                                 |                                                                             |                                                                               |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 1. Olinda Alpha Landfill<br>1942 N. Valencia Avenue<br><br>Brea | 2. Frank R. Bowerman Landfill<br>11002 Bee Canyon Access Road<br><br>Irvine | 3. Prima Deshecha Landfill<br>32250 La Pata Avenue<br><br>San Juan Capistrano |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------|

**EXHIBIT A  
 ATTACHMENT 2**

MAP OF HOUSEHOLD HAZARDOUS WASTE COLLECTION CENTERS



- 1. Anaheim Regional Collection Center  
 1071 Blue Gum Street, Anaheim
- 3. San Juan Capistrano Regional Collection Center  
 Prima Deshecha Landfill, San Juan Capistrano

- 2. Huntington Beach Regional Collection Center  
 17121 Nichols Street, Huntington Beach
- 4. Irvine Regional Collection Center  
 6411 Oak Canyon, Irvine

**EXHIBIT A  
ATTACHMENT 3****HHWCP MANPOWER WORK SCHEDULE**

Center Operating Days/Hours: Tuesday- Saturday, 9:00AM - 3:00PM. Individual work shifts are 7:00AM-3:30PM, 7:30AM-4:00PM, and 8:00AM-4:30PM. Below are the number of staff by position, assuming eight hours per staff per day. This represents the maximum approved staffing at this time. Deviations are not expected, unless a reduction is appropriate due to reduced participation. See Exhibit A, Section V-A.

Work Schedule

HHWCC	Position	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Total
Anaheim	Site Supervisor	1	1	1	1	1	5
	Technician	4	4	4	4	5	21
	Laborer	2	2	1	1	2	8
Huntington Beach	Site Supervisor	1	1	1	1	1	5
	Technician	4	4	4	4	5	21
	Laborer	2	1	1	1	2	7
Irvine	Site Supervisor	1	1	1	1	1	5
	Technician	3	3	3	3	5	17
	Laborer	2	1	1	1	2	7
San Juan Capistrano	Site Supervisor	1	1	1	1	1	5
	Technician	1	1	1	1	2	6
	Laborer	1	0	0	0	1	2

One (1) full-time Project Manager shall coordinate and maintain activities occurring at all HHWCCs and County landfill sites in addition to responding to any administrative functions required by the OC Waste & Recycling Contract Administrator or designee. The number of hours charged shall be actual hours worked and not exceed 2,080 hours for administering all activities during any contract year unless approved in writing by the OC Waste & Recycling Contract Administrator or designee. An Administrative Support position shall be limited to no more than 2080 hours per year.

The HHWCP manpower work schedule may be increased or decreased, as mutually agreed and approved in writing in advance by OC Waste & Recycling Contract Administrator or designee and Contractor, with additional laborers for a maximum of eight (8) hours per day as needed due to changes in participation, waste types, or volume.

**EXHIBIT A  
ATTACHMENT 4**

**DEFINITIONS**

1. Reuse

In general, reuse is the use of a material over again in its current form without breaking it down into a raw material. Specifically, hazardous products identified as acceptable for the Materials Exchange Program (MEP), according to the MEP Quality Assurance Plan, that will be placed in the MEP area at each HHWCC rather than packaged for disposal.

2. Recycle

Waste is sent for resource recovery where the raw materials used for making the material before it became a waste are recovered to make new materials of the same or different nature.

3. Neutralization Treatment

Treatment by chemically adjusting the pH of the waste such that the waste can be discharged into a publicly owned treatment works system (does not apply if after neutralization, the waste is still hazardous and is sent for disposal or treatment by one of the other methods described herein).

4. Fuel Incineration

Treatment by thermal destruction where the waste, either by itself or blended with another material, is burned to recover its potential thermal energy.

5. Destructive Incineration

Waste is treated by thermal destruction at a high temperature hazardous waste incinerator, where physical destruction is the sole intent of the treatment process.

6. Stabilization

Treatment where waste is chemically stabilized into a solid or semi-solid state such that it no longer exhibits hazardous characteristics and can be managed as non-hazardous waste (does not apply if after stabilization, waste is still hazardous and is sent for disposal or treatment by one of the other methods described herein).

7. Landfill

Disposal of waste into the ground at a permitted Class I hazardous waste landfill or Class II special waste landfill.

**EXHIBIT A  
ATTACHMENT 5**

**ACCEPTABLE MEP PRODUCTS**

The following household products shall be made available through the MEP:

- Paint and paint-related products (except for lead-based products)
- Automotive products (no batteries)
- Household cleaners and polishes
- Registered pesticides/herbicides (consumer use only, except for Chlorpyrifors such as Dursban and Diazinon)
- Pool chemicals
- Fertilizers (chemical and organic)
- Hobby and craft supplies
- Propane tanks (for barbecues and camping stoves)
- Unused household batteries (in their original package)

NOTE: If there is any question that a product is NOT something the general public can purchase at a grocery store, hardware store, or bobby store, Contractor staff shall NOT put it in the MEP area.

**EXHIBIT A  
ATTACHMENT 6****UNACCEPTABLE MEP PRODUCTS**

The following products shall not be made available through the MEP:

Any product not readily-available "over-the-counter" to the general public *and*

- Agricultural pesticides that have labels recommending use on food crops
- Automotive batteries
- Banned or restricted pesticides (such as Dursban and Diazinon)
- CFCs or ozone depleting products
- Chemicals for experimental or other purposes
- Computers, laptops, monitors, and peripherals
- Cyanides
- Electronic items of all types
- Explosives (including ammunition and black powder)
- Hydrofluoric acid products
- Lead-based paints
- Nitric acid products
- PCBs
- Peroxides
- Personal care products (i.e., hair spray, makeup, medications, shampoos, etc.)
- Pharmaceuticals
- Racing fuels
- Root killers that contain copper
- Radioactives
- Televisions and computer monitors
- Unknown materials

*In addition:*

Products containing bioaccumulative substances as listed in Title 22, section 66261.113 as follows:

- Aldrin
- Arsenic and/or arsenic compounds
- Beryllium and/or beryllium compounds
- Cadmium and/or cadmium compounds
- Chlordane
- 2,4-Dichlorophenoxayacetic acid
- Dieldrin
- Dioxin (2,3,7,8-TCDD)
- Endrin
- Heptachlor
- Kepone

- Lead compounds, organic
- Lindane
- Mercury and/or mercury compounds
- Mirex
- Polychlorinated biphenyls (PCBs)
- Selenium and/or thallium compounds
- Toxaphene
- 2,4,5 -Trichlorophenoxypropionic acid

NOTE: If there is any question that a product is NOT something the general public can purchase at a grocery store, hardware store, or hobby store, Contractor staff shall NOT put it in the MEP.

Contractor with concurrence from the County may reject any material from being selected for reuse. Possible reasons for rejection include, but are not limited to the following:

1. Any items that have intended human or animal use will not be accepted for reuse.
2. Any material not in its original packaging will not be accepted for reuse.
3. Any material in packaging with damaged and/or altered labels will not be accepted for reuse.
4. Any material that has the appearance that it has been mixed with other material will not be accepted for reuse.
5. Any material not appropriate for disposal per Contractor's guidelines will not be accepted for reuse.
6. Any material that poses concerns or appears questionable to Contractor's representatives will not be accepted for reuse.

**EXHIBIT B****COUNTY SUPPLIED ITEMS & RESOURCES**

The County will provide, or instruct Contractor to purchase in accordance with the rate schedule in Exhibit C Attachment 1, the following items and resources for Hazardous Waste Collection and Disposal Services as outlined below. Contractor shall be responsible for monitoring and ensuring that all items and resources used in the provision of service under this Contract are maintained in proper working order. If the County is responsible for the cost of providing and maintaining an item or resource, Contractor is responsible for identifying the need and notifying OC Waste & Recycling immediately so that proper maintenance may be conducted.

- Permanent Collection Centers (4) and Landfill Load Check Areas (3)
- Scales for MEP use
- Emergency eye wash and shower
- Office space (Anaheim and Irvine HHWCCs)
- Participant Declaration Cards
- Signage
- Refuse bins and disposal
- Utilities (Phone, water, electrical) – See Supplemental Terms and Provisions, “Water and Utilities”
- MEP customer bags
- Information brochures
- Service and replacement for fire extinguishers, Hazardous Material Storage Modules, Secondary Containment Pallets and Fire Suppression Systems
- Outreach and advertising for the Conditionally Exempt Small Quantity Generator Program (if/when opened)
- Outreach and advertising for future waste streams accepted into the Program

**EXHIBIT C**

**COST/COMPENSATION FOR CONTRACTOR SERVICES**

**Section I: Compensation**

**A. General**

This is a fixed ceiling, time and materials Contract for Hazardous Waste Collection & Disposal Services as provided in Exhibit A, Scope of Work for the County of Orange, OC Waste & Recycling.

Contractor agrees to accept the compensation specified herein as full remuneration for performing all services and furnishing all staffing and materials called for; and for any reasonably foreseeable difficulties, which may arise or be encountered in the prosecution of the services; and for performance by Contractor of all its duties and obligations hereunder.

The ceiling amount of this Contract shall include all expenses related to the performance of work and services required to meet the tasks and deliverables as set forth in Exhibit A, Scope of Work. The County shall have no obligation to pay any sum in excess of said ceiling price, unless authorized by a written modification issued in accordance with Article 8 of this Contract. Labor hours and other costs incurred to complete the services and materials as set forth in this Contract, which exceed the total ceiling amount of this Contract, shall be borne by Contractor.

The Contractor shall notify the Contract Administrator or designee in writing when expenditures against the Contract reach 75% of the total dollar limit of the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the total dollar limit of the Contract unless an amendment to cover those costs has been issued by the County. This notification must come within 3 working days of receipt of invoice that is within the notification limit.

All extra work resulting in an increase in the Contract total ceiling amount shall be authorized by written modification to this Contract. Said modification shall be issued by the County Of Orange, Purchasing Agent or his designee and may be subject to approval by the County Board of Supervisors.

Total Contract Amount for a three-year term shall not exceed \$17,010,000, with the monetary limit per year as follows:

2/1/17 – 1/31/18	\$5,670,000
2/1/18 – 1/31/19	\$5,670,000
2/1/19 – 1/31/20	\$5,670,000

**Time and Materials or Lump Sum Quotes:**

As-needed, additional support services may be provided for other hazardous waste collection & disposal services not defined in Scope of Work. It is expressly understood that these tasks to which the Contractor is asked to respond to will be on an as-needed basis and the quote shall be pre-approved in writing by the OC Waste & Recycling Contract Administrator or designee.

As each task is identified, the Contractor shall prepare a “Task Order” which details the scope of work to be accomplished, list of deliverables, schedule for completion, and a not-to-exceed cost for its completion. Each task order will be reviewed and approved by the OC Waste & Recycling Contract Administrator or designee prior to commencement of the proposed work. These services may be paid on a time and materials basis or lump sum basis as mutually agreed by OC Waste & Recycling Contract Administrator or designee and Contractor. OC Waste & Recycling Contract Administrator or designee’s authorization shall be submitted with the invoice in order for payment to be made.

Services such as temporary household hazardous waste collection events shall be pre-approved in accordance with this procedure

## **Section II: Payment and Invoicing**

### **A. Invoicing Instructions**

Invoices and supporting documentation are to be addressed to:  
 County Of Orange/OC Waste & Recycling  
 Attn: Accounts Payable  
 300 N. Flower Street, Suite 400  
 Santa Ana, CA 92703

The County's Contract Administrator or designee is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing payment. Each invoice shall identify the Contractor name, services itemized and detailed information providing the amount being invoiced.

Submit invoices electronically, via email to the following email address:  
[ocwrinvoice@ocwr.ocgov.com](mailto:ocwrinvoice@ocwr.ocgov.com)

**Payment (Electronic Funds Transfer EFT):** The County offers Contractor the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the Deputy Purchasing Agent.

### **B. Acceptable invoicing format**

Contractor may bill on the standard invoice form, but the following references shall be made:

- Contract number
- Contractor's name and address
- Task or sub task number
- Copy of pre-approved task order quote (signed by OC Waste & Recycling Contract Administrator)
- Detailed description of tasks/services and deliverables
- Name of site and address where services were rendered
- Date of service
- Cost per task
- Total invoice amount

The responsibility for providing an acceptable invoice to the County of Orange for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. The invoice shall be verified by the OC Waste & Recycling Contract Administrator and is subject to routine processing requirements of the County. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

### **C. Terms**

The Contractor shall submit an invoice monthly in arrears. Billing shall cover services and/or goods not previously invoiced. Payment due to the Contractor will be made within **forty-five (45)** days after receipt of a correctly submitted invoice in a format acceptable to the County of Orange and verified and approved by the Contract Administrator or

designee and subject to routine processing requirements. The Contractor shall be responsible to provide an acceptable invoice.

Payments made by the County Of Orange shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract, and shall not be construed as acceptance of any part of the services.

Monthly progress payments will be made as approved by the OC Waste & Recycling's Contract Administrator.

The County agrees to compensate Contractor on a time and materials basis as set forth herein for the OC Waste & Recycling Hazardous Waste Collection & Disposal Services as defined herein.

**EXHIBIT C**  
**ATTACHMENT 1**  
**CONTRACTOR STATEMENT OF CHARGES**

Each item for each category listed (Labor, Materials, Laboratory, Transportation, Treatment/Disposal, and Non-Standard Services) identified the cost per container size for each disposal method used for packing the potential waste collected.

**CONTRACTOR STATEMENT OF CHARGES**

**I. Standard Services**

**A. Labor\***

1.	Project Manager	\$ 48.00	Per hour
2.	Project Manager (Overtime)	\$ 48.00	Per hour
3.	Technician	\$ 32.00	Per hour
4.	Technician (Overtime)	\$ 43.20	Per hour
5.	Laborer (contract labor & temps)	\$ 30.00	Per hour
6.	Laborer (Overtime)	\$ 40.50	Per hour
7.	Site Supervisor	\$ 41.00	Per hour
8.	Site Supervisor (Overtime)	\$ 53.35	Per hour
9.	Field Chemist	\$ 42.00	Per hour
10.	Administrative Support	\$ 32.00	Per hour

\*Shall include personal protective clothing, eye protection, respirators, gloves and any other items to perform daily activities. (Overtime) means any employee working more than 40 hours during a Monday through Sunday workweek. Any overtime activity performed under this Contract shall be pre-approved by the OC Waste & Recycling Contract Administrator or designee.

**B. Materials\*\***

			Specify Below if Reconditioned
1.	5-gallon drum	\$ 11.00	Each
2.	15-gallon drum	\$ 30.00	Each
3.	30-gallon drum	\$ 34.00	Each Metal Reconditioned
4.	55-gallon drum	\$ 36.00	Each Metal Reconditioned
5.	85-gallon drum	\$ 150.00	Each
6.	Cubic Yard Boxes (CYB)-DOT	\$ 48.00	Each
7.	Cubic Yard Boxes (CYB)-Non-DOT	\$ 40.00	Each
8.	4' Fluorescent Lamp Drum	\$ 60.00	Each (Holds 200 lamps)
	8' Fluorescent Lamp Drum	\$ 45.00	Each (Holds 100 lamps)
9.	Other (Item not otherwise Specified)**	cost +10%	Each

\*\* Shall include site clean-up tools and supplies, and any materials, supplies, manifests, labels, markings, placards, forms, absorbent materials, drum liners, and all other equipment required to conduct hazardous materials activities.

**C. Laboratory**

1.	Hazardous Materials Categorization	<u>\$ 0.00</u>	Each
2.	Sampling Fee	<u>\$ 0.00</u>	Each
3.	Analysis Fee	<u>Cost +10%</u>	Each
4.	Profiling Fee (at Contractor's facilities)	<u>\$ 0.00</u>	Each

**D. Transportation Costs\*\*\***

Container Size					
1.	Per 85-gallon drum	<u>\$ 10.00</u>	Each		
2.	Per 55-gallon drum	<u>\$ 10.00</u>	Each		
3.	Per 30-gallon drum	<u>\$ 10.00</u>	Each		
4.	Per 15-gallon drum	<u>\$ 10.00</u>	Each		
5.	Per 5-gallon drum	<u>\$ 10.00</u>	Each		
6.	Per Cubic Yard Boxes (CYB)	<u>\$ 30.00</u>	Each		
7.	Fluorescent Lamp Drum	<u>\$ 10.00</u>	Each		
	Per Landfill Liquid Waste in Tankers	<u>\$ 640.00</u>	Trip (includes all travel time)		
	Per Hour >4 Demurrage for Tankers	<u>\$ 90.00</u>	Hour (in excess of four hours total for conveyance during loading or unloading)		
8.	Roll-Off Bin Delivery and Pick-up				
	Delivery	Single	<u>\$ 355.00</u>	Double	<u>\$ 355.00</u>
	Pick-up	Single	<u>\$ 500.00</u>	Double	<u>\$ 500.00</u>
	Daily Bin Rental	<u>\$ 12.00</u>	/per day		
	Monthly Bin Rental	<u>\$ 300.00</u>	/per month		

\*\*\* Includes all costs associated with transportation such as labels, placards, markings, manifests, bills of lading, forms, documents, pallets and any other materials associated with proper transport of hazardous wastes.

**E. Treatment/Disposal\*\*\*\***

	55GD	30GD	15GD	5GD	CYB	Other
1. Landfill (lab or loose pack)	<u>\$ 75</u>	<u>\$ 65</u>	<u>\$ 62</u>	<u>\$ 62</u>	<u>\$ 205</u>	<u>na</u>
2. Landfill Asbestos	<u>\$ 95</u>	<u>\$ 88</u>	<u>\$ 70</u>	<u>\$ 66</u>	<u>\$ 205</u>	<u>na</u>
3. Recycle	<u>Cost +10%</u>	<u>na</u>				
4. Fuel Incineration (Lab or Loose Pack)						
<i>Liquids</i>	<u>\$ 142</u>	<u>\$ 117.60</u>	<u>\$ 83.80</u>	<u>\$ 54.40</u>	<u>\$ 328<sup>1</sup></u>	<u>na</u>
<i>Solids</i>	<u>\$ 135</u>	<u>\$ 101.25</u>	<u>\$ 67.50</u>	<u>\$ 50</u>	<u>\$ 472.50</u>	<u>na</u>
5. Destructive Incineration (Lab or Loose Pack)						
<i>Liquids</i>	<u>\$ 197</u>	<u>\$ 161.60</u>	<u>\$ 123.80</u>	<u>\$ 66.40</u>	<u>\$ 623</u>	<u>na</u>
<i>Solids</i>	<u>\$ 165</u>	<u>\$ 144</u>	<u>\$ 115</u>	<u>\$ 62</u>	<u>\$ 495</u>	<u>na</u>
6. Treatment (Lab or Loose Pack)						
<i>Inorganic</i>	<u>\$ 165</u>	<u>\$ 144</u>	<u>\$ 115</u>	<u>\$ 62</u>	<u>na</u>	<u>na</u>
<i>Organic</i>	<u>\$ 165</u>	<u>\$ 144</u>	<u>\$ 115</u>	<u>\$ 62</u>	<u>na</u>	<u>na</u>
<i>Oxidizer</i>	<u>\$ 165</u>	<u>\$ 144</u>	<u>\$ 115</u>	<u>\$ 62</u>	<u>na</u>	<u>na</u>

<sup>1</sup>This CYB rate is only applicable to paint related materials

	55GD	30GD	15GD	5GD	CYB	Other
7. Aerosol Can (Lab or Loose Pack)						
<i>Flammable</i>	\$ 155	\$ 101	\$ 91	\$ 62	\$ 445	na
<i>Corrosive</i>	\$ 155	\$ 101	\$ 91	\$ 62	\$ 445	na
<i>Poison</i>	\$ 155	\$ 101	\$ 91	\$ 62	\$ 445	na
8. Empty Containers	\$ 25	\$ 19	\$ 15	\$ 8	na	na
9. Fuel Incineration (bulk)						
<i>Non-Flammables</i>	\$ 150	\$ 113	\$ 90	\$ 65	na	na
<i>Flammable</i>	\$ 75	\$ 57	\$ 45	\$ 40	\$300/Tote	na
<i>Other:</i>	\$ 125	\$ 94	\$ 75	\$ 66	na	na
10. Paint and Paint Related Materials (Lab or Loose Pack)						
<i>Paint Covered by Non-Profit Program</i>	\$ n/c	\$ n/c	\$ n/c	\$ n/c	\$ n/c	na
<i>Other Latex Paint</i>	\$ 90	\$ 70	\$ 35	\$ 25	\$ 235	na
<i>Other Oil-Based Paint</i>	\$ 95	\$ 69	\$ 55	\$ 57	\$ 200	na
11. Latex Paint consolidated/bulked at Collection Centers, returned to County (includes return transportation and associated labor):						
Containers sent to paint recycler for processing and returned to the County						
- Under Non-Profit Program	\$ 0.00	/5 gal				
- If Program Discontinued	\$ 66	/5 gal				
Analysis for PCB's, total VOC's and metals	Cost +10%	/each				
PCB contaminated Paint (includes analysis)	\$ 405	/55 GD				
12. Latex Paint/Sludge consolidated/bulked at Collection Centers and NOT returned to County						
- Under Non-Profit Program	\$ n/c	\$ n/c	\$ n/c	\$ n/c	\$ n/c	na
- If Program Discontinued	\$ 120	na	na	na	\$ 235	na

**MEP PaintCare  
Rebate**

PaintCare Rebate for Paint distributed to the public through the MEP shall be at \$1.20/gallon, based on calculations of one gallon of paint equals 10 pounds. The \$1.20/gallon rebate payable to County represents 75% of the current MEP distribution. If said distribution increases, the \$1.20/gallon rebate will increase commensurately.

13. Lead-Acid Batteries (Rebate to County, per pound)	
<i>Automotive</i>	\$ (0.05) /pound
<i>Motorcycle</i>	\$ (0.05) /pound
<i>Alarm/Toy</i>	\$ (0.05) /pound

14. Universal Waste Lamps				
<i>Fluorescent 4ft</i>	<u>\$ 80 per box</u>			
<i>Fluorescent 8ft</i>	<u>\$ 70 per box</u>			
<i>Fluorescent U-Shaped</i> <i>(including but not limited to</i> <i>compact or u-shaped lamps)</i>	<u>\$ 1.25 per each</u>			
<i>HID</i>	<u>\$ 2.25 per each</u>			
<i>Sodium/Mercury Vapor</i>	<u>\$ 2.25 per each</u>			
15. Propane				
<i>12-16 Oz camping Fuel Size</i>	<u>\$ na /55GD</u>	<u>\$ na /CYB</u>	<u>\$ 4 each</u>	
<i>5 gallon BBQ Tank Type</i>	<u>\$ na /55GD</u>	<u>\$ na /CYB</u>	<u>\$ 8 each</u>	
16. Non-regulated Solid Waste	<u>\$ 45 /55GD</u>	<u>\$ 208 /CYB</u>		
17. Waste Oil (bulk)	<u>\$ 75 /55 GD</u>	or <u>\$ na /gallon</u>	<u>\$ 75 /275 Gal Tote</u>	
(Includes all pickup-transportation and onsite analysis/profiling charges. County shall pay Contractor up to 50% or \$6000 per incident, whichever is less, of decontamination services of any kind or nature due to bulk loads of waste oil contaminated with PCBs, water, or other contaminants. County shall not be liable in any manner for damages beyond said amount, which shall be governed by the indemnification provisions of this Contract.)				
18. Antifreeze (bulk)	<u>\$ 85 /55 GD</u>	or <u>\$ na /gallon</u>		
19. Oil-Filters	<u>\$ 80 /55 GD</u>	<u>\$ na /pound</u>		
20. Soil,				
<i>Non-Hazardous</i>	<u>\$ 130 /85 GD</u>	<u>\$ 85 /55 GD</u>	<u>\$ 70 /30 GD</u>	<u>\$ 40 /Ton</u>
<i>Non-RCRA-Direct landfill</i>	<u>\$ 120 /85 GD</u>	<u>\$ 80 /55 GD</u>	<u>\$ 65 /30 GD</u>	<u>\$ 40 /Ton</u>
<i>Non-RCRA-Stabilization</i>	<u>\$ 135 /85 GD</u>	<u>\$ 90 /55 GD</u>	<u>\$ 75 /30 GD</u>	<u>\$ 75 /Ton</u>
<i>Hazardous</i>	<u>\$ CBC /85 GD</u>	<u>\$CBC /55 GD</u>	<u>\$ CBC /30 GD</u>	<u>\$ CBC/Ton</u>
21. Liquid,				
<i>SWAT Drums (groundwater)</i>	<u>\$ 130 /85 GD</u>	<u>\$ 85 /55 GD</u>	<u>\$ 70 /30 GD</u>	<u>\$ 0.18 /gallon</u>
<i>Landfill Equip. Wash Waste</i> <i>(water/dirt/oil combination)</i>	<u>\$ 130 /85 GD</u>	<u>\$ 85 /55 GD</u>	<u>\$ 70 /30 GD</u>	<u>\$ 0.18 /gallon</u>
<i>Non-Hazardous Water</i>	<u>\$ 225 /85 GD</u>	<u>\$150 /55 GD</u>	<u>\$120 /30 GD</u>	<u>\$ 0.18 /gallon</u>
<i>(Module and secondary containment testing and cleaning)</i>				
<i>Non-RCRA Bulked Liquid</i>	<u>\$ 165 /85 GD</u>	<u>\$110 /55 GD</u>	<u>\$ 90 /30 GD</u>	<u>\$ 0.20 /gallon</u>
<i>Landfill Condensate/Leachate</i> <i>(Hazardous)</i>	<u>\$ 130 /85 GD</u>	<u>\$ 85 /55 GD</u>	<u>\$ 70 /30 GD</u>	<u>\$ 1.80 /gallon</u>
<i>Landfill Condensate/Leachate</i> <i>(Non-Haz)</i>	<u>\$ 130 /85 GD</u>	<u>\$ 85 /55 GD</u>	<u>\$ 70 /30 GD</u>	<u>\$ 0.18 /gallon</u>
<i>Hazardous</i>	<u>\$ 165 /85 GD</u>	<u>\$110 /55 GD</u>	<u>\$ 90 /30 GD</u>	<u>\$ 1.80 /gallon</u>
22. Appliances (processed by a California Certified Appliance Recycler)		<u>\$ Cost+ 10%</u>		
23. Electronic Waste (including container and transportation costs)				
SB 20/50 Covered Electronic Waste (CEW)		<u>\$ 80% of payout credit at time of billing</u>		

Non-CEW \$ Cost + 10%

Descriptions of Electronic Waste materials provided on weight tickets shall include, but are not limited to, laptops, flat screens, misc. e-waste, e-waste, CPU, monitors, and microwave ovens.

## 24. Miscellaneous Waste Types

<i>Mercury Compounds</i>	<u>\$ 302 / 5GD</u>		
<i>Elemental Mercury</i>	<u>\$ 302 / 5GD</u>		
<i>Batteries-Ni-Cad</i>	<u>\$ 35 / 5GD</u>	<u>\$ 140 / 30GD</u>	<u>\$ 240 / 55GD</u>
<i>Batteries-Lithium</i>	<u>\$ 125 / 5GD</u>		
<i>Batteries-Mercury</i>	<u>\$ 302 / 5GD</u>		
<i>Batteries-Alkaline (landfill)</i>	<u>\$ 62 / 5GD</u>	<u>\$ 85 / 30GD</u>	<u>\$ 120 / 55GD</u>
<i>Batteries-Alkaline (recycle)</i>	<u>\$ 45 / 5GD</u>	<u>\$ 210 / 30GD</u>	<u>\$ 395 / 55GD</u>
<i>Water Reactive</i>	<u>\$ 117 / 5GD</u>	<u>\$ na / 30GD</u>	
<i>PCB Ballasts (incineration)</i>	<u>\$ <del>300</del> \$ 62 / 5GD</u>	<u>\$ 300 / 30GD</u>	<u>\$ na / 55GD</u>
<i>PCB Ballasts (recycle)</i>	<u>\$ <del>245</del> \$ 62 / 5GD</u>	<u>\$ 245 / 30GD</u>	<u>\$ na / 55GD</u>
<i>Fire Extinguishers</i>	<u>\$ 4 / each</u>		
<i>Compresses Gasses</i>	<u>\$ Quoted on a Case by Case (CBC) basis</u>		
<i>Sharps (Incineration)</i>	<u>\$ 60 / 5GD</u>	<u>\$ 120 / 30GD</u>	<u>\$ 160 / 55GD</u>
<i>Sharps (Autoclave/Landfill)</i>	<u>\$ 20 / 5GD</u>	<u>\$ 40 / 30GD</u>	<u>\$ 60 / 55GD</u>
<i>Household smoke and smoke/carbon monoxide detectors</i>	<u>\$ Cost + 10%</u>		
<i>Other</i>	<u>\$ Quoted on CBC basis</u>		

## 25. Items not otherwise specified (includes subcontractor services)

<i>Explosives</i>	<u>\$ Quoted on CBC basis</u>
<i>Ammunition</i>	<u>\$ Quoted on CBC basis</u>
<i>Low-Level Radioactive Waste</i>	<u>\$ Cost + 10%</u>
<i>Medical Waste</i>	<u>\$ Cost + 10%</u>
<i>Electronic Manifest Fee</i>	<u>\$ 10 per manifest</u>
<i>Other</i>	<u>\$ Cost + 10%</u>

\*\*\*\*Cost shall include packing materials and supplies such as liners, pallets and other items used to perform daily activities.

## 26. Rechargeable Batteries

Clean Harbors shall ship rechargeable batteries through the Call2Recycle program. Clean Harbors shall rebate the County 75% of the rebate amount received from Call2Recycle at the time of billing.

## II. Non-Standard Services (Emergency Response and Other Services)

## A. Labor (Emergency Response &amp; Non-Standard)

1. Project Manager/Supervisor	<u>\$ 75 per hour</u>
2. Field Chemist	<u>\$ 60 per hour</u>
3. Project Administrator	<u>\$ 40 per hour</u>
4. Field Technician	<u>\$ 45 per hour</u>
5. Laborers	<u>\$ 35 per hour</u>
6. Logistics Coordinator	<u>\$ 40 per hour</u>
7. Safety Supervisor	<u>\$ 65 per hour</u>
8. Emergency Response Technicians	<u>\$ 45 per hour</u>

9.	Project Consultant	<u>\$ na per hour</u>
10.	Other:	<u>\$ na per hour</u>

**B. Equipment<sup>+</sup>**

	Hourly Rate/Minimum# Hrs. or other conditions
1.	Emergency Response Truck <u>\$ 55 per hour</u>
2.	Crew Truck \$35 / hour <u>\$ 35 per hour</u>
3.	Flatbed Truck-Small* <u>\$ 85 per hour</u>
4.	Flatbed Truck-Large* <u>\$ 95 per hour</u>
5.	Roll-off Truck* <u>\$105 per hour</u>
6.	End-Dump* <u>\$ 105 per hour</u>
7.	Box Van/Bobtail* <u>\$ 85 per hour</u>
8.	Vacuum Truck-70 bbl.* <u>\$ 105 per hour</u>
9.	Vacuum Truck-100+ bbl.* <u>\$ 105 per hour</u>
10.	Compactor/Bailer <u>\$ Cost + 10%</u>
11.	Forklift <u>\$ Cost + 10%</u>
12.	Pressure Washer/Steam Cleaner <u>\$ 25 per hour</u>
13.	Daily Bin Rental <u>\$ 12 per day</u>
14.	Other: <u>\$ Cost + 10%</u>

\*Includes operation

+A 4 hour minimum charge applies to line items B.1 through B.9 above

**C. Materials and Supplies**

1.	Personal Protective Equipment (Safety)	Daily Rate/Person
	a. Level A	<u>\$ 250</u>
	b. Level B	<u>\$ 150</u>
	c. Level C	<u>\$ 50</u>
	d. Level D	<u>\$ 15</u>
2.	Monitoring	
	Specific Contaminants (Dräger Pump)	<u>\$ Cost + 10%</u>
	Volatile Organics (OVA / HNU)	<u>\$ Cost + 10%</u>
	Flammable Vapors/O2 (4-gas / LEL)	<u>\$ Cost + 10%</u>
3.	Containers (Specify if Reconditioned)	Unit Cost (each)
	a. 85 GSD	<u>\$ 205</u>
	b. 55 GSD	<u>\$ 45</u> Reconditioned
	c. 55 GPD	<u>\$ 55</u> Reconditioned
	d. 30 GSD	<u>\$ 42</u> Reconditioned
	e. 30 GPD	<u>\$ 42</u> Reconditioned
	f. 15 GSD	<u>\$ 42</u>
	g. 15 GPD	<u>\$ 42</u>
	h. 5 GSD	<u>\$ 13</u>
	i. 5 GPD	<u>\$ 13</u>
	j. Other	<u>\$ Cost + 10%</u>

GPD=Gallon Plastic Drum

GSD=Gallon Steel Drum

	Unit Cost
4. Vermiculite	\$ 32 per bag
5. Other Absorbent	\$ 9 per bag
6. Visqueen	\$ 123 per roll
7. HazCat™ Kit (standard)	\$ 0.00 Each
8. Materials and Supplies (not otherwise specified)	\$ Cost + 10%

<b>D. Services</b>	<b>Rate Per (indicate)</b>
1. Analytical	\$ Cost + 10% Per test
2. “HazCat” Analysis	\$ 150 Per test
3. At-The-Door Pickups	\$ 65 price per stop, 5 stop minimum charge
4. Public Education & Outreach (by request)	\$ Cost + 10%
5. Training (Outside Vendor)	\$ Cost + 10%
6. Services (not otherwise specified)	\$ Cost + 10%

**E. Temporary Household Hazardous Waste Collection Events**

Temporary Events will be quoted an event mobilization fee on a case by case basis. This amount will vary from \$1500 to \$4500 depending on the size, equipment needs, facility availability and location. All labor required for Temporary Events will be billed on a portal to portal basis.

**EXHIBIT D  
SUBCONTRACTOR SERVICES**

Contractor shall list below all Subcontractor(s) anticipated to perform any part of the work or services specified in Exhibit A. Include the portion of the work by description and percentage of the overall Scope of Work anticipated to be performed by each subcontractor.

**SUBCONTRACTOR SERVICES**

Subcontractor(s) or Sub-Tier Name	Description of Services	Percentage of SOW to be Performed
Crosby & Overton, Inc.	Treatment of bulk non-hazardous water	< 1%
Evoqua	Treatment of bulk hazardous (acidic or alkaline) water	< 1%
Phibro-Tech, Inc.	Treatment of bulk hazardous (acidic or alkaline) water	< 1%
Demunno Kerdoon	Oil and antifreeze recycling	< 1%
Filter Recycling Services, Inc.	Oil filter recycling	< 1%
Interstate Battery System of California Gold Coast	Lead acid battery recycling	< 1%
Kinsbursky Brothers, Inc.	Alkaline and mercury battery recycling	1% - 3%
INMETCO (via "RBRC")	Nickel-cadmium and lithium-ion battery recycling	< 1%
e-Recycling of California	Transportation and recycling of electronic waste	5% - 6%
Electronic Recyclers International, Inc.	Alternate electronic waste recycling facility	0%
Amazon Environmental, Inc.	Latex paint recycling	6% - 7%
WM Mercury Waste, Inc.	Mercury retort and PCB ballast recycling	< 1%
Lighting Resources LLC	Lamp and battery recycler	1-2%
WM Lampracker, Inc.	Recycling mercury and fluorescent lamps, except for 4' and 8' types	0% - 2%
IQ Personnel	Part-time contract labor (as needed)	9% - 10%
United Rentals	Portable restroom and washroom facilities	> 1%
Cylinder Depot	Propane, helium, misc compressed gas and fire extinguisher recycling	1% - 3%
Acrylatex	Latex paint recycling	6% - 7%
PaintCare	Paint recycling	6% - 7%
GDB International	Latex paint recycling	TBD
Alpha Surplus	Alternate electronic waste recycling facility	0%
Sals Propane	Propane supplier	1% - 2%
Battery Solutions	Battery recycling	0 - 1%
Gopher	Battery recycling	0 - 1%
Terrapure	Battery recycling	0 - 1%
Umicore	Battery recycling	0 - 1%
Retriev	Battery recycling	0 - 1%
Wistron	Battery recycling	0 - 1%
SungEel	Battery recycling	0 - 1%