



**CONTRACT NUMBER
MA-299-22010076**

**FOR
HAZARDOUS WASTE COLLECTION & DISPOSAL SERVICES**

THIS CONTRACT Number MA-299-22010076 for Hazardous Waste Collection & Disposal Services (“**Contract**”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California through its OC Waste & Recycling Department, (“**County**”) and **Clean Harbors Environmental Services, Inc.** (“**Contractor**”), with a principal office located at 18408 S Laurel Park Rd, Rancho Dominguez, CA 90220 . County and Contractor are sometimes referred to individually as “**Party**” or collectively as “**Parties.**”

RECITALS

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

WHEREAS, Contractor agrees to provide Hazardous Waste Collection & Disposal Services as set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

WHEREAS, Contractor agrees to accept payment as set forth in Compensation, Invoicing, Payment Terms, attached hereto as Attachment C and incorporated herein; and

WHEREAS, the County Board of Supervisors approved OC Waste & Recycling to enter into this Contract with Contractor to provide Hazardous Waste Collection & Disposal Services;

NOW, THEREFORE, the Parties mutually 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 adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, 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 by County’s Purchasing Agent or designee.
- 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. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods 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 indemnittees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," 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 paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnittees 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, costs and expenses but not including attorney's fees.
- I. Assignment or Sub-Contracting:** 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 by Contractor without the express written consent of County. Any attempt by Contractor to assign 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 subcontractors 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 penalties pursuant to Section 1741 of the California Labor Code.

- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material 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 obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract 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. 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.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions 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 goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. 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) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

- 2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$2,000,000 combined single limit per occurrence
Workers’ Compensation	Statutory
Employers’ Liability Insurance	\$1,000,000 per occurrence
Pollution Liability Insurance	\$3,000,000 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 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad 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 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* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

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.

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 interest clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 Policy).

Insurance certificates shall be kept current and emailed to OCWRPurchasing@ocwr.ocgov.com.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office 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.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. 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 terms of sale or other 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.

R. 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 hours of the start of the delay and Contractor avails himself of any available remedies.

S. 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.

T. 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 paragraph "Z" below, 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.

- U. Freight:** Prior to the County's express acceptance of delivery of products. 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.
- V. 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.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. 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 had 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 or 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 effect the purpose of the parties and this Contract.
- Y. 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.
- Z. Indemnification:** 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 Indemnities") 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 Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. 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 Contract shall be forwarded to the County's project manager.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor shall provide Hazardous Waste Collection & Disposal Services on an as-needed basis.
2. **Term:** This Contract shall be for a three (3) year term, effective February 1, 2022 through January 31, 2025, in an amount not to exceed \$21,810,000, with unused funds to be carried over from year to year, unless otherwise terminated as provided herein.
3. **Renewable with Concurrence:** This Contract may be renewed for one additional two-year term, by mutual written agreement of both Parties. Contract renewal may require approval by the County's Board of Supervisors. The County does not have to give reason if it elects not to renew.
4. **Precedence:** The Contract documents consist of this Contract and attachments. 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.
5. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
6. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. The Contractor agrees to supply services requested, as needed by the County, at rates/prices listed in the Contract, regardless of quantity requested.
7. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to 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 or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice at least 30 days before the date the law or regulation goes into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

8. **Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
9. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
10. **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 property 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.
11. **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.
12. **Contractor Personnel:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
13. **Contractor Personnel – Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
14. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title

1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

16. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
17. **Nondiscrimination – Statement of Compliance:** The Contractor’s signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless, exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.
18. **Disputes- Contract:**
 - 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 Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent 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 Deputy 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. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

19. **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. Terminate the Contract immediately, pursuant to Section K herein;
 - B. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

- C. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
 - D. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
20. **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.
21. **Termination-Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 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 combined with 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 performance of the Contract.
22. **County's Project Manager:** The County Project Manager will act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 3 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.

23. **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 the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and/or key personnel from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and/or key personnel. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager and/or key personnel from providing further services under the Contract.

24. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
25. **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 contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

26. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
27. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County DPA. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County.
28. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
29. **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.

30. **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.

- 31. **Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

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

Contractor

Name: Clean Harbors Environmental Services, Inc.
 Address: 3495 Kurtz Street
 San Diego, CA 92110
 Attn: Kim Carter Burgess
 Email: Carter.Kimberly@cleanharbors.com
 Phone: c 858-204-9255
 f 619-226-2588
 CC: Technical Services District Mgr
 Javier Manzano
 Email: Manzano.javier@cleanharbors.com
 Phone: c 310-403-3379
 f 562-684-4516

County

Name: County of Orange,
 OC Waste & Recycling
 Address: 601 N. Ross St. 5th Floor
 Santa Ana, CA 92701
 Attn: Jesus Perez
 Email: Jesus.Perez@ocwr.ocgov.com
 Phone: 714-834-4188
 CC: Procurement
 Nikki Aragon
 Email: Nikki.aragon@ocwr.ocgov.com
 Phone: 714-834-3712

- 33. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

SUPPLEMENTAL TERMS AND CONDITIONS

- 1. 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.

2. 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.

3. **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. OCWR reserves the right to request a change in Contractor personnel at any time. All costs related to changes in Contractor personnel, including the addition of more 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 OCWR 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 OCWR Contract Administrator or designee.

4. **Water and Utilities:** OCWR 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.

5. **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.
6. **Inspection:** OCWR 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 OCWR Contract Administrator or designee.

7. **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 OCWR. 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 OCWR's satisfaction within thirty (30) calendar days following written notice from the OCWR Contract Administrator or designee. If the area is considered significant by the OCWR 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 OCWR 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 OCWR within thirty (30) days of shipment. If manifest is not submitted, OCWR 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 OCWR Contract Administrator or designee, if the Contractor does not comply with the removal of the contaminated soil within the thirty (30) day period, OCWR will remove, process, transport and certify the material as stated above and all costs incurred by OCWR 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 OCWR 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 OCWR or enforcement agency personnel.

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.**

8. **Project Management Monthly Meetings:** The Contractor's Project Manager shall attend monthly meetings, as requested, at the OCWR offices conducted by the OCWR 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 Attachment C-1, Contractor Statement of Charges. The monthly meeting agendas shall include, but are not limited to: safety, contractor performance, facility operations, and clarifications.
9. **Safety:** Contractor shall conduct all operations and perform all services in a safe manner. Contractor shall implement and maintain all proper health and safety precautions to protect its employees, subcontractors, County staff, the public, and the environment. Contractor shall conform to all applicable OCWR Safety Rules (Appendix II-B, OC Waste & Recycling Code of Safe Practices), the County of Orange Safety and Loss Prevention Program (Appendix II-A, Contractor Safety Responsibilities), Cal/OSHA standards (Appendix II), as well as all other applicable laws and regulations.

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 OCWR 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 OCWR Contract Administrator or designee within seventy-two (72) hours of the occurrence.

While on the premises of an active regional landfill or any other site where Contractor is performing hazardous waste collection and disposal services or where equipment is located, Contractor employees, subcontractors, and agents shall comply with applicable OSHA requirements and any state approved plans and regulations, and Contractor shall ensure that all of its employees, subcontractors, and agents have a safe place to work on County and all other work premises.

Contractor's IIPP shall meet the minimum requirements of California Code of Regulation (CCR), Title 8, Section 1509 and 3203.in compliance with all local, municipal, state and federal safety and health laws, orders, and regulations applicable to Contractor operations in performance of this Scope of Work. At a minimum, the H&SP must comply with the minimum site-specific standards as set by OCWR.

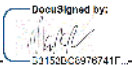
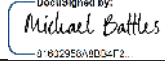
Contractor shall also provide and maintain an on-site secondary containment plan and containment facilities at the regional landfill for hazardous contamination spills resulting from services provided in accordance with this Scope of Work. The Contractor shall supply three (3) copies of the plan, included with the H&SP. These containment facilities shall remain onsite for the full duration of the Contract. The containment plan and facilities must be acceptable to OCWR and is considered part of the H&SP.

Contractor shall also submit all other applicable written safety programs that pertain to the type of services what will be performed under this Contract. 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 and HHWCCs, in addition to including plans and medical treatment facilities that would be used in an emergency if equipment or Contractor staff were located at a regional landfill or the HHWCCs.

[Signature Page Follows]

The Parties hereto have executed this Contract on the dates shown opposite their signatures as shown below.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.*

Marc McReynolds	SVP
_____ Print Name	_____ Title
 Signature	11/4/2021 3:35:25 PM EDT
_____ Signature	_____ Date
Michael Battles	CFO
_____ Print Name*	_____ Title*
 Signature*	11/4/2021 12:37:04 PM PDT
_____ Signature*	_____ Date*

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

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

_____ Print Name	_____ Title
_____ Signature	_____ Date

APPROVED AS TO FORM

County Counsel

Paul Albarian

By Paul Albarian, Senior Deputy

11/04/2021 | 4:31 PM PDT

Date

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

OC Waste & Recycling (“County” or “OCWR”) administers the Hazardous Waste Program that consists of hazardous waste collection and disposal for the Landfill Load Check Program and the Household Hazardous Waste Collection Program (HHWCP) for the residents of the County of Orange. HHWCP services are provided regionally for an estimated 3.2 million residents in 1.1 million households in County’s 34 cities and unincorporated communities.

OVERVIEW OF 2021 OPERATIONS

Landfill Load Check Program

OCWR 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. State law mandates that all Class III landfills have a Load Check Program. OCWR 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 OCWR cannot locate the generator, OCWR becomes responsible for the proper management of the waste. When hazardous waste is found in a load, OCWR 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 at the proposed rates.

Household Hazardous Waste Collection Program

OCWR 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) from County residents, accept electronic waste (e-Waste) from County residents and maintain 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 San Juan Capistrano. 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 as listed below in Section VIII, are deemed acceptable for inclusion for the MEP.

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 currently close when it rains but rain closures may be modified in the future. The HHWCCs close for major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

HHW Temporary Collection Events

Temporary one-day HHW Collection events are coordinated by OCWR to better serve the residents of the County of Orange on an as needed basis. Contractor provides staffing, sorting, recycling, treating, categorizing, performing sampling and analysis as needed, packaging, labeling, marking, manifesting, transporting, and disposing for these collection events.

OBJECTIVE

Contractor is and shall maintain status as a California registered hazardous waste management business and agrees to 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 Centers. 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: OCWR; 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 as outlined below in Sections I. E, and II. J, Response Time; establish and maintain satisfactory working relations with County, regulators, inspectors and Collection Center property owners; utilize billing formats acceptable to OCWR; 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.

HAZARDOUS WASTE PROGRAM GOALS

OCWR is committed to the hierarchy established under the California Integrated Waste Management Act that promotes source reduction, reuse, and recycling first. It is OCWR's goal to reuse, recycle, process, treat, minimize, and consolidate as much waste as possible prior to shipment for final disposal. Recycling, beneficial reuse (energy recovery/supplemental fuel), treatment and environmentally sound incineration are preferred methods of disposal as these methods minimize long-term liability for the County of Orange and support OCWR's mission to protect the environment for current and future generations.

The immediate goals of the HHWCP are to:

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

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

OCWR 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 below, Section V. Material Exchange Program Quality Assurance Plan.*

I. SCOPE OF SERVICES - LANDFILL LOAD CHECK PROGRAM

A. STAFFING

OCWR 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 OCWR, shall provide on-site technical staff to perform duties referenced below in this section, C. Disposal/Treatment Services. Contractor shall provide at a minimum of two (2) technicians on each call, unless otherwise agreed to by the OCWR 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 Term and Provision 9. Safety; and below, Section III. M. Health and Safety Plan/Injury and Illness Prevention Plan.* Contractor shall keep training records current and made available upon request by OCWR 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. 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 10 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 ensure 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 OCWR; 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 OCWR Contract Administrator or designee the proposed facility information for approval. OCWR 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 OCWR Contract Administrator or designee within the same business day, or otherwise mutually agreed to time.

Contractor shall respond to emergency service requests, i.e. hazardous waste spills, within three (3) hours after initial notification from the OCWR Contract Administrator or site 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 the same business day, or otherwise mutually agreed to time, 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 same day 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 OCWR. Manifests, bills of lading, and markings shall be pre-printed with generator information and the Department of Transportation description, at Contractor's expense. OCWR 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. Contractor shall provide current costs associated with compliance to regulations, as well as notify County of any upcoming fee changes at least 30 days from fee implementation.

G. WORK ORDERS

Contractor shall use separate work order forms, approved by OCWR 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 OCWR's designated hazardous waste employees at each landfill site. Approved work orders shall be submitted with invoices as proof for payment.

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 on these designated holidays; however, emergency service provisions shall still apply.

II. SCOPE OF SERVICES – HOUSEHOLD HAZARDOUS WASTE COLLECTION CENTERS**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 this Section V, Part C, Disposal/Treatment Services. Contractor shall propose the number, labor type, and duration of labor described in, Attachment A-3 HHWCP Manpower Work Schedule; any deviation from the final work schedule included in the final Contract must be approved by OCWR's Contract Administrator. Costs incurred by implementing additional labor than what is on the final Contract's HHWCP Manpower Work Schedule will be at the sole expense of the Contractor. OCWR will not compensate Contractor for more labor than what is listed on the final Contract, Attachment A-3 HHWCP Manpower Work Schedule.

OCWR may reduce the number of days the HHWCCs are open and/or may add services on Monday; staffing and billing would be adjusted accordingly. OCWR 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 below, 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 Term and Provision 9. Safety; and below, Section III. M., Health and Safety Plan/Injury and Illness Prevention Plan.* Contractor shall be required to keep training records current and made available upon request by OCWR or any regulatory entity.

Contractor staff shall conduct business in a polite and courteous manner with property owner representatives, regulators, inspectors and members of the public. The OCWR Contract Administrator or designee may direct a replacement of any member of Contractor's staff at any time.

B. TRANSPORTATION REQUIREMENTS

Contractor and any authorized subcontractors used to transport hazardous waste shall be a California registered hazardous waste hauler. 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. Contractor shall furnish copies of valid California driver's licenses and EPA certification to OCWR 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 Conditionally Exempt Small Quantity Generator's (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, per paragraph J below, Response Time, Contractor shall respond, contain, cleanup and remove emergency hazardous waste spills occurring at the HHWCCs within three (3) hours of notification by OCWR Contract Administrator or designee. Contractor shall ensure that all waste packaged and stored at the HHWCCs are transported to a permitted TSDF or approved recycler.

Contractor's performance of services described herein shall be in accordance with and to the satisfaction of OCWR; 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 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 or replace any facility on the list, Contractor shall notify and provide the OCWR Contract Administrator or designee the proposed facility information for approval. OCWR 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 OCWR. OCWR reserves the right to direct Contractor to replace a subcontractor at OCWR's sole discretion.

The OCWR 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 below, Section V. 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 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.

OCWR will provide dumpsters and will be responsible for the disposal of regular trash generated from the program.

D. SMOKE DETECTORS

Currently smoke detectors are not accepted; however, upon direction from the OCWR Contract Administrator or designee, Contractor shall accept and dispose of household smoke and carbon monoxide/smoke detectors at the rate included in Attachment C-1, Contractor Statement of Charges. Alternatively, OCWR may provide containers for each facility and instruct Contractor to place detectors in such containers and mail full containers to a specified company and address provided by County; if the third-party costs for the containers and subsequent delivery and processing are provided by County, Contractor shall not be paid a fee. OCWR 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.. 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 OCWR Contract Administrator or designee upon completion of the testing. If leaks in containment reservoirs are found, Contractor staff shall immediately contact OCWR 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

OCWR 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, OCWR 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 OCWR.

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 OCWR 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 OCWR Contract Administrator or designee will conduct periodic safety inspections addressing these issues and will identify any areas of concern. OCWR 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 OCWR 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 the same business day of notification of OCWR's service request to process all unknown materials. Contractor shall also respond within the same business day of notification by OCWR 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 same day 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 OCWR. Manifests, bills of lading, and markings shall be pre-printed with generator information and the Department of Transportation description, at Contractor's expense. OCWR 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. Contractor shall provide current costs associated with compliance to regulations, as well as notify County of any upcoming fee changes at least 60 days from fee implementation.

L. WORK ORDERS

Contractor shall complete an OCWR 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 OCWR Contract Administrator or designee prior to issuing an invoice. Approved work orders shall be submitted with invoices as proof for payment.

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 as directed by OCWR. OCWR 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 OCWR Contract Administrator or designee will provide reasonable advance notice to Contractor in the event of any change in public access to the facilities. Attachment A-3, HHWCP Manpower Work Schedule, may also be impacted with the modification of hours of operation.

N. FACILITY CLOSUREHolidays

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

Weather

All four (4) HHWCCs are currently closed on rainy days but may choose to remain open, unless weather is such that conditions are unsafe to cause a potential offsite release should a spill occur, or when the ground becomes so wet 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 or perform other tasks as directed by OCWR. OCWR reserves the right to have staff clock out and leave the facility when it has been determined facility will remain closed the rest of the day.

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

O. SECURITY EQUIPMENT MONITORING AND MAINTENANCE

Contractor shall **upgrade** and maintain security camera systems at the Anaheim, Huntington Beach, Irvine, and San Juan Capistrano Household Hazardous Waste Collection Centers. New or upgraded systems shall continuously record and provide live views of the full range of activity from the point at which Contractor's staff removes items from the vehicles, through the points at which e-waste may be destroyed onsite 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 three (3) angles to provide a clear, three-angled view of the chain of custody from drop-off until storage or destruction of all items. Equipment and installation are subject to County's approval. Contractor shall be responsible for all associated costs, including but not limited to: purchasing/upgrading 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 OCWR continuous, real-time access to monitor, review, and/or download recordings, which OCWR may do in its sole discretion. This provision does not require OCWR to monitor, review, and/or download recordings, and in doing so, OCWR 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 O shall be deemed a material breach of this Contract, and cause for its termination.

P. 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, or a similar, qualified and fully certified entity who provides the same services for recycling rechargeable batteries.

III. SCOPE OF SERVICES

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

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 OCWR 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 OCWR Contract Administrator or designee, Contractor shall immediately initiate response and shall arrive on-site 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 OCWR, local, state, and/or federal emergency personnel.

B. UNKNOWN MATERIALS

Contractor shall respond within one week of notification by OCWR 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 to respond to OCWR 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 OCWR. 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 to respond to OCWR 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

OCWR 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 OCWR service requests for removal of low-level radioactive waste. Contractor shall immediately notify the OCWR 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 OCWR and/or the State Radiological Health Department

H. APPLIANCES

County currently has a Revenue Contract for the collection of white goods at each of the landfills; however, Contractor may be required to collect and dispose of appliances when the need arises. Therefore, Contractor shall possess the capability, either in-house or through a qualified and fully certified and authorized subcontractor, to respond to OCWR service requests as-needed for removal and recycling of appliances collected at each of the three active landfill sites.

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

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

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 OCWR 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 OCWR facility.

K. TRAINING AND UPDATES TO REGULATIONS

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 expiration 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 OCWR 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. OCWR may designate contractor to submit regulatory documents to regulatory agencies on behalf of OCWR.

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

Contractor, at own expense, shall develop and submit to OCWR 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 10 calendar days from date of notification of award of the Contract by OCWR.

Final approval of all Plans shall be secured from OCWR 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 OCWR 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 Term and Provision 9. Safety.*

N. IMPLEMENTATION PLAN AND SCHEDULE

Contractor shall provide an Implementation Plan that outlines a schedule to initiate services required in this Scope of Work while providing uninterrupted service to the County and the general public during the transition from the current Contractor while assuming full responsibility of services. The Implementation Plan shall address proposed time frames for establishment of full Contractor services, including, but not limited to, providing staff, equipment, supplies, files, manuals, and any other materials required for full operation of activities.

O. CHANGES IN WASTE MANAGEMENT PRACTICES

OCWR reserves the right to add/delete the hazardous 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 Attachment A-3.*

P. AT-THE-DOOR HHW PICKUP FOR RESIDENTS

Contractor shall provide staff, supplies, materials, equipment, and transportation for the scheduling and pickup of HHW from Orange County residents' homes and transporting the HHW to one of the four HHWCC as directed by OCWR. OCWR may request up to two (2) days each consisting of 10 door-to-door pickups that shall be performed by Contractor. OCWR may choose to have fewer door-to-door pickups as it sees fit.

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.

OCWR requires Contractor to obtain all required permits and City/County/State approvals. OCWR 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 OCWR. OCWR will obtain environmental documentation and approvals needed to conduct this program.

Q. 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 delivery to HHWCCs and if recovered at the landfills.

IV. OPTIONAL SERVICES

OCWR'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 OCWR in accordance with all applicable federal, state and local statutes, and regulations and ordinances, in a cost-effective manner.

A. CONDITIONALLY 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 on the dates and times as directed by OCWR.

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.

OCWR 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 OCWR 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 OCWR. 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.

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

OCWR'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 conducting presentations service organizations; staffing booths at community events, festivals and fairs; and/or distributing public education materials in designated communities. Contractor will be required to staff and conduct the above referenced activities and others as needed and will be required to obtain print and graphic materials, and promotional items, as approved by OCWR 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 Services are subject to future analysis pursuant to the California Environmental Quality Act (CEQA). As such, the manner and structure of the Optional Services as originally envisioned is subject to some modification in order to minimize impacts on the environment.

V. MATERIALS EXCHANGE PROGRAM QUALITY ASSURANCE PLAN

A. INTRODUCTION

Residents of Orange County bring hazardous household products and latex paint to one of the four HHWCC for environmentally safe disposal.

Many of the products delivered to the HHWCCs are reusable and the HHWCCs shall make every effort to recycle or reuse those products. Therefore, to increase recycling and reuse and to reduce hazardous waste treatment and disposal costs, the HHWCCP 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 HHWCCs to determine suitability for the MEP, as specified in Attachment A-5, Acceptable MEP Products.

The MEP also provides recycled latex paint for reuse. 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. *Reference Attachment A-5, Acceptable MEP Products and Attachment A-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. *Reference below, Section V. 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 Attachment A-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 Attachment A-6, Unacceptable MEP Products.
 - 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.

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 OCWR 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 OCWR 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 either contracting with PaintCare or similar CalRecycle-approved organization 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 OCWR staff of any stocking problems the reprocessed paint may create.
- Such partnership will occur upon approval from OCWR.

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 OCWR 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 OCWR when MEP supplies are getting low. (Do not allow supplies to run out before informing OCWR.)
- Providing MEP literature to users of the HHWCCs when requested by OCWR 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 OCWR to do so.
- Treating all customers of the HHWCCs and the MEP in a professional, courteous, and cooperative manner at all times.

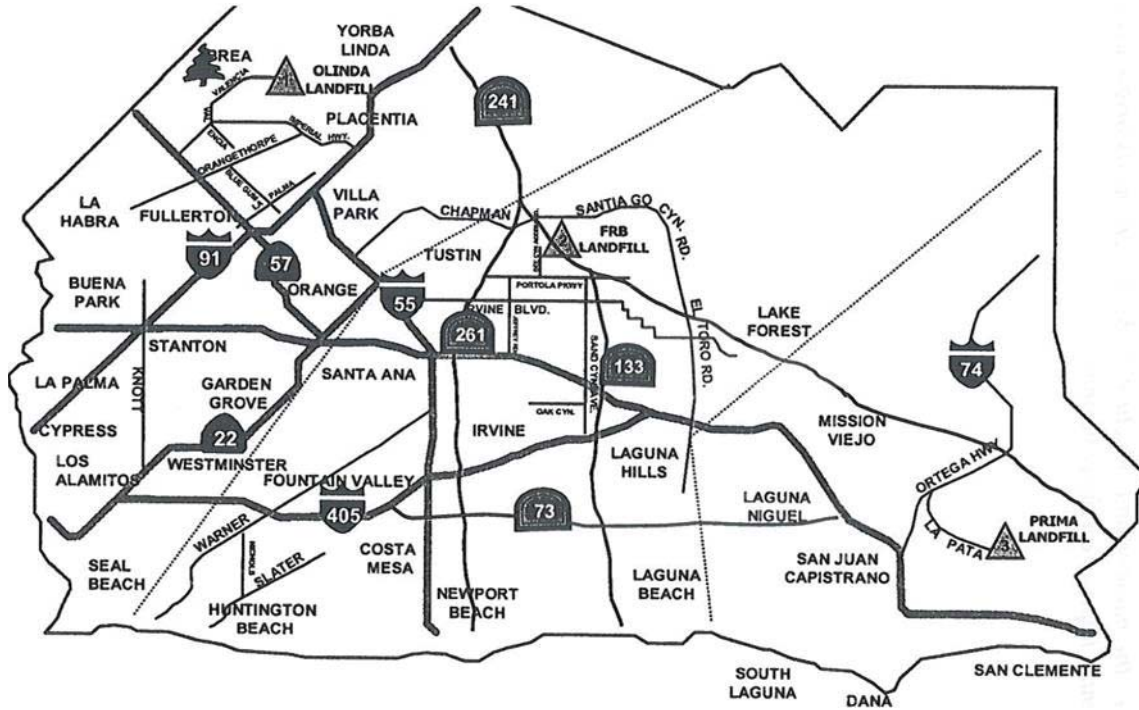
F. OC WASTE & RECYCLING RESPONSIBILITIES

To ensure the success of the MEP, OCWR 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.

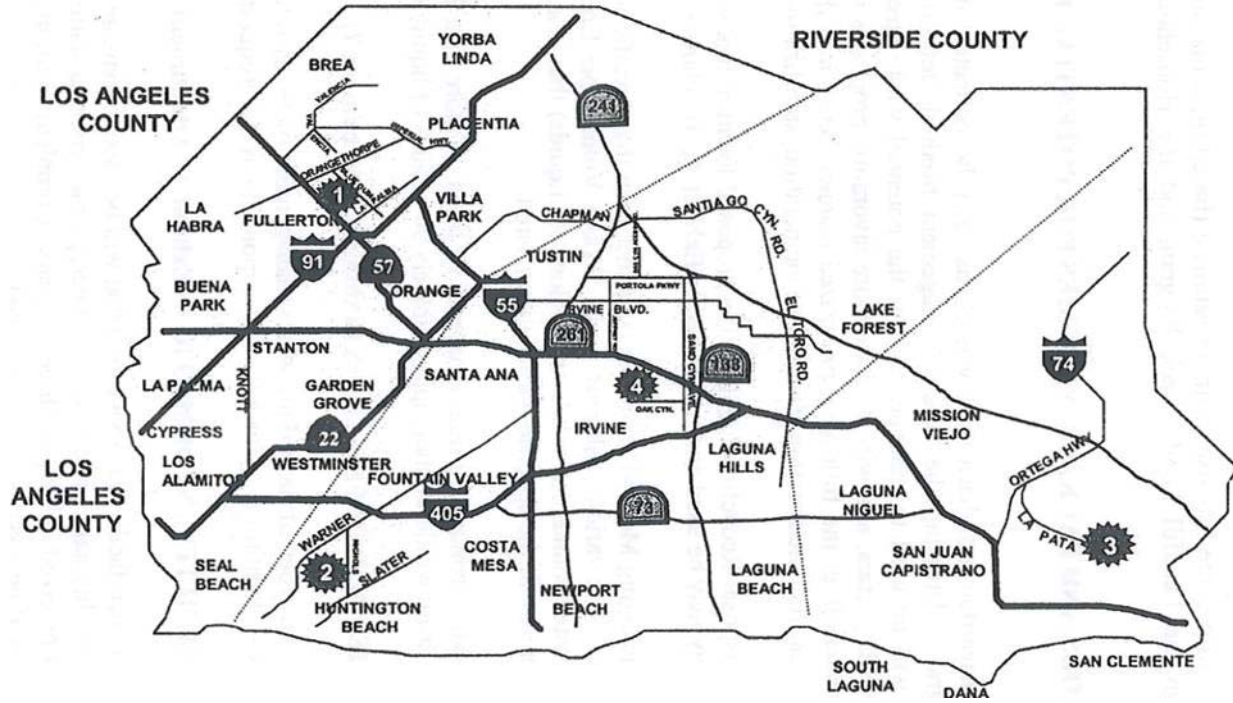
ATTACHMENT A-1 MAP OF LANDFILL SITES

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



ATTACHMENT A-2 MAP OF HOUSEHOLD HAZARDOUS WASTE COLLECTION CENTERS

1.	Anaheim Regional Collection Center	1071 Blue Gum Street, Anaheim
2.	Huntington Beach Regional Collection Center	17121 Nichols Street, Huntington Beach
3.	Irvine Regional Collection Center	6411 Oak Canyon, Irvine
4.	San Juan Capistrano Regional Collection Center	Prima Deshecha Landfill, 32250 Avenida La Pata, San Juan Capistrano



ATTACHMENT A-3
HHWCP MANPOWER WORK SCHEDULE

HHWCC Operating Days/Hours: Tuesday- Saturday, 9:00 AM - 3:00 PM. Currently individual work shifts are 7:00 AM-3:30 PM, 7:30 AM-4:00 PM, and 8:00AM-4:30PM. Below is the number of approved staff by position, assuming eight hours per staff per day. Deviations are not expected, unless a reduction is appropriate due to reduced participation and to reduce costs for County.

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	1	1	1	1	5

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.

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 OCWR 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 OCWR Contract Administrator or designee. An Administrative Support position shall be limited to no more than 2080 hours per year.

The County reserves the right to require Contractor to involve other staff members, as their services are required. The specific individual shall be assigned based on the need and timing of the staffing requirements. Assignment of additional staff shall be subject to Contract Administrator or designee approval and may be at the sole expense of Contractor. The substitution of other individuals in any given classification/position shall be permitted only with prior written approval of the County, which shall not be unreasonably withheld.

ATTACHMENT A-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.

**ATTACHMENT A-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 (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 hobby store, Contractor staff shall NOT put it in the MEP area.

**ATTACHMENT A-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

ADDITIONALLY:

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-Dichlorophenoxyacetic 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.

ATTACHMENT B COUNTY SUPPLIED ITEMS & RESOURCES

The County will provide or instruct Contractor to purchase the following items and resources for Hazardous Waste Collection and Disposal Services as outlined below in accordance with the rates listed in Attachment C-1, Contractor Statement of Charges. Contractor shall be responsible for monitoring and ensuring that all items and resources used in the provision of services 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 OCWR immediately so that proper maintenance may be conducted.

- Permanent Collection Centers (4) and Landfill Load Check Areas (3)
- Scales for MEP use
- MEP shelving, MEP customer bags
- Emergency eye wash and shower
- Office space (Anaheim and Irvine HHWCCs)
- Materials Exchange Program Cards
- Signage
- Traffic Control Equipment
- Refuse bins and disposal
- Secondary Containment Pallets
- Utilities (Phone, water, electrical) – *See Supplemental Term and Condition 9. Water and Utilities*
- Information brochures
- Participant Survey and/or Declaration Cards
- Service and replacement for fire extinguishers, Hazardous Material Storage Modules, 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 HHWCP

ATTACHMENT C
COMPENSATION, INVOICING, PAYMENT TERMS

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

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the 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 Attachment 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 General Terms and Conditions P and C. 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.

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 subject to approval by the County Board of Supervisors and issued by the County of Orange Purchasing Agent or her designee.

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 OCWR 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 either a lump sum not-to-exceed cost for its completion or an itemized list of labor and materials with estimated total. Each task order will be reviewed and approved by the OCWR 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 OCWR Contract Administrator or designee and Contractor. OCWR 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.

Invoicing

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 OCWR Contract Administrator or designee 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.

Only costs as line-itemed in Attachment C-1, Statement of Contractor Charges shall be allowed. Charges not included in the executed Contract will not be paid. Services performed in accordance with an approved Task Order shall only be paid when invoice is accompanied by Contract Administrator- or designee- approved Task Order.

Invoices shall be submitted to ocwrinvoice@ocwr.ocgov.com or mailed to:

County of Orange, OC Waste & Recycling
Attn: Accounts Payable
601 N. Ross St. 5th Floor
Santa Ana, CA 92701

Acceptable Format

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

- Contractor’s Name and Address
- Contractor’s Remittance Address, if different from above
- Name of County Department
- Contract number MA-299-22010076
- When Billing for Tasks
 - Task number, if applicable
 - Copy of Task Order, shown approved OCWR Contract Administrator or designee
 - Detailed description of Tasks/Services and Deliverables
 - Name of Site and Address where Services Rendered
 - Date of Service(s)
 - Cost per Task
 - Total Invoice Amount
- When Billing for Routine Collection and Disposal Services
 - Complete Breakdown of Services/Items Collected, Materials Used with Rates and Quantities
 - Breakdown of Any Other Charges
 - Revenue due to the County shall be clearly broken down and shown applied to the final Total
 - Date(s) of Service(s)
 - Address(es) of Service(s)
 - Total Invoice Amount – Total Charges with Total Revenue applied, when applicable

Payment (Electronic Funds Transfer EFT): The County of Orange offers contractors 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. To request a form, please contact the department’s procurement representative. Completed form and required documentation must be submitted by mail to the physical address listed on the EFT form. Forms submitted electronically will not be accepted.

Terms

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.

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.

County agrees to compensate Contractor per the terms, conditions and rates as set forth herein for the OCWR Hazardous Waste Collection & Disposal Services as defined herein.

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

The primary purpose of the following form is to provide the unit cost for each item requested in the categories listed (Labor, Materials, Laboratory, Transportation, Treatment/Disposal, and Non-Standard Services) and a breakdown of prices per container size for each disposal method used for packing the potential waste collected.

Only services, items, fees and labor rates included in this Attachment C-1 shall be paid by County. Charges on invoices not included in this Attachment C-1 will not be paid by County and shall be at the sole expense of Contractor.

Note that permanent HHWCCs are permitted to store waste for one year; therefore, most of the waste collected is stored in the largest practical container based on the amount of material collected for a specific waste stream in a one-year period and not transported and disposed of until the containers are full or one year has transpired.

I. Standard Services

A. Labor*

1.	Project Manager	<u>\$ 48.00</u>	Per hour
2.	Project Manager (Overtime)**	<u>\$ 48.00</u>	Per hour
3.	Technician	<u>\$ 35.00</u>	Per hour
4.	Technician (Overtime)**	<u>\$ 45.50</u>	Per hour
5.	Laborer (contract labor & temps)	<u>\$ 32.00</u>	Per hour
6.	Laborer (Overtime)**	<u>\$ 41.60</u>	Per hour
7.	Site Supervisor	<u>\$ 42.00</u>	Per hour
8.	Site Supervisor (Overtime)**	<u>\$ 54.60</u>	Per hour
9.	Field Chemist	<u>\$ 42.00</u>	Per hour
10.	Administrative Support	<u>\$ 35.00</u>	Per hour

*Shall include personal protective clothing, eye protection, respirators, gloves and any other items to perform daily activities.

**Overtime is not allowed and is defined as any employee working more than 40 hours during a Monday through Sunday workweek. Overtime will not be paid under this Contract unless pre-approved by the OCWR Contract Administrator or designee in writing. Written authorization shall be included with invoice in order to be paid.

B. Materials***

1.	5-gallon drum	<u>\$ 13.91</u>	Each	
2.	15-gallon drum	<u>\$ 30.00</u>	Each	
3.	30-gallon drum	<u>\$ 45.00</u>	Each	Metal Reconditioned
4.	55-gallon drum	<u>\$ 36.00</u>	Each	Metal Reconditioned
5.	85-gallon drum	<u>\$ 150.00</u>	Each	
6.	Cubic Yard Boxes (CYB)-DOT	<u>\$ 48.00</u>	Each	
7.	Cubic Yard Boxes (CYB)-Non-DOT	<u>\$ 40.00</u>	Each	
8.	4' Fluorescent Lamp Drum	<u>\$ 60.00</u>	Each	(Holds 200 lamps)
9.	8' Fluorescent Lamp Drum	<u>\$ 45.00</u>	Each	(Holds 100 lamps)
10.	Bin Liners	<u>\$65.00</u>	Each	
11.	Other (Item not otherwise Specified)***	Cost + <u>10</u> %	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	Cost + <u>10%</u>	Each
4. Profiling Fee	<u>\$ 0.00</u>	Each

D. Transportation Costs****

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
8. Per Landfill Liquid Waste in Tankers	<u>\$ 750.00</u>	Trip
9. Per Hour >4 Demurrage for Tankers	<u>\$ 90.00</u>	Hour (> 4 hrs total for conveyance during loading or unloading)
10. Roll-Off Bin Delivery and Pick-up		
Delivery	Single <u>\$ 455.00</u>	Double <u>\$ 455.00</u>
Pick-up	Single <u>\$ 455.00</u>	Double <u>\$ 455.00</u>
Daily Bin Rental	<u>\$ 12.00</u>	/per day
Monthly Bin Rental	<u>\$ 300.00</u>	/per month
11. Treated Wood Waste		
Transportation to Buttonwillow facility	<u>\$ 1000.00</u>	/per load
Bin Washout	<u>\$ 300.00</u>	Each

**** 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*** CBC = Case by case**

	<u>55GD</u>	<u>30GD</u>	<u>15GD</u>	<u>5GD</u>	<u>CYB</u>	Other
1. Landfill (lab or loose pack)	<u>\$ 75.00</u>	<u>\$ 65.00</u>	<u>\$ 62.00</u>	<u>\$ 62.00</u>	<u>\$ 205.00</u>	CBC
2. Landfill Asbestos	<u>\$ 95.00</u>	<u>\$ 88.00</u>	<u>\$ 70.00</u>	<u>\$ 66.00</u>	<u>\$ 205.00</u>	CBC
3. Recycled	Cost + <u>10%</u>	Cost + <u>10%</u>	Cost + <u>10%</u>	Cost + <u>10%</u>	Cost + <u>10%</u>	
4. Fuel Incineration (Lab or Loose Pack)						
<i>Liquids</i>	<u>\$ 155.00</u>	<u>\$ 116.25</u>	<u>\$ 83.80</u>	<u>\$ 54.40</u>	<u>\$ 375.00</u>	Per DOT, only liquids allowable in CYB are paint-related materials
<i>Solids</i>	<u>\$ 170.00</u>	<u>\$ 127.50</u>	<u>\$ 75.00</u>	<u>\$ 55.00</u>	<u>\$ 550.00</u>	
5. Destructive Incineration (Lab or Loose Pack)						
<i>Liquids</i>	<u>\$ 197.00</u>	<u>\$ 161.60</u>	<u>\$ 123.80</u>	<u>\$ 66.40</u>	<u>\$ 623.00</u>	
<i>Solids</i>	<u>\$ 165.00</u>	<u>\$ 144.00</u>	<u>\$ 115.00</u>	<u>\$ 62.00</u>	<u>\$ 495.00</u>	
6. Treatment (Lab or Loose Pack)						
<i>Inorganic</i>	<u>\$ 165.00</u>	<u>\$ 144.00</u>	<u>\$ 115.00</u>	<u>\$ 62.00</u>		
<i>Organic</i>	<u>\$ 165.00</u>	<u>\$ 144.00</u>	<u>\$ 115.00</u>	<u>\$ 62.00</u>		
<i>Oxidizer</i>	<u>\$ 165.00</u>	<u>\$ 144.00</u>	<u>\$ 115.00</u>	<u>\$ 62.00</u>		

	<u>55GD</u>	<u>30GD</u>	<u>15GD</u>	<u>5GD</u>	<u>CYB</u>	<u>Other</u>
7. Aerosol Can (Lab or Loose Pack)						
<i>Flammable</i>	<u>\$ 155.00</u>	<u>\$ 101.00</u>	<u>\$ 91.00</u>	<u>\$ 62.00</u>	<u>\$ 445.00</u>	
<i>Corrosive</i>	<u>\$ 155.00</u>	<u>\$ 101.00</u>	<u>\$ 91.00</u>	<u>\$ 62.00</u>	<u>\$ 445.00</u>	
<i>Poison</i>	<u>\$ 155.00</u>	<u>\$ 101.00</u>	<u>\$ 91.00</u>	<u>\$ 62.00</u>	<u>\$ 445.00</u>	
8. Empty Containers	<u>\$ 25.00</u>	<u>\$ 19.00</u>	<u>\$ 15.00</u>	<u>\$ 10.00</u>		
9. Fuel Incineration (bulk)						
<i>Non-Flammables</i>	<u>\$ 150.00</u>	<u>\$ 113.00</u>	<u>\$ 90.00</u>	<u>\$ 66.00</u>		
<i>Flammable</i>	<u>\$ 75.00</u>	<u>\$ 57.00</u>	<u>\$ 45.00</u>	<u>\$ 40.00</u>		
<i>Other:</i>	<u>\$ 150.00</u>	<u>\$ 113.00</u>	<u>\$ 90.00</u>	<u>\$ 66.00</u>		
10. Paint and Paint Related Materials (Lab or Loose Pack)						
<i>Paint Covered by Non-Profit Program</i>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	
<i>Other Latex Paint</i>	<u>\$ 90.00</u>	<u>\$ 70.00</u>	<u>\$ 35.00</u>	<u>\$ 25.00</u>	<u>\$ 235.00</u>	
<i>Other Oil-Based Paint</i>	<u>\$ 95.00</u>	<u>\$ 69.00</u>	<u>\$ 60.00</u>	<u>\$ 55.00</u>	<u>\$ 375.00</u>	
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	<u>\$ 0.00</u> /5 gal					
- If Program Discontinued	<u>\$ 66.00</u> /5 gal					
Analysis for PCB's, metals and total VOC's	Cost + <u>10%</u> /each					
PCB contaminated Paint (includes analysis)	<u>\$ 405.00</u> /55 GD					
12. Latex Paint/Sludge consolidated/bulked at Collection Centers and NOT returned to County						
	<u>55GD</u>	<u>30GD</u>	<u>15GD</u>	<u>5GD</u>	<u>CYB</u>	<u>Other</u>
- Under Non-Profit Program	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>n/a</u>	
- If Program Discontinued	<u>\$ 120.00</u>				<u>n/a</u>	
MEP PaintCare Rebate	PaintCare (or similar, authorized program) Rebate for Paint distributed to the public through the MEP shall be at <u>\$ 1.20</u> /gallon, based on calculations of one gallon of paint equals 10 pounds. The <u>\$ 1.20</u> /gallon rebate payable to County represents <u>75%</u> of the current MEP distribution. If said distribution increases, the <u>\$ 1.20</u> /gallon rebate will increase commensurately.					
13. Treated Wood Waste	Disposal: Buttonwillow facility;10% Kern County & CADFTA taxes apply <u>\$ 50.00</u> per ton or Cubic Yard (whichever is greater); 10 ton minimum					
14. Lead-Acid Batteries (Rebate to County, per pound)						
<i>Automotive</i>	<u>\$ -0.05</u> /pound					
<i>Motorcycle</i>	<u>\$ -0.05</u> /pound					
<i>Alarm/Toy</i>	<u>\$ -0.05</u> /pound					
15. Universal Waste Lamps						
<i>Fluorescent 4ft</i>	<u>\$ 80.00</u> per box					
<i>Fluorescent 8ft</i>	<u>\$ 70.00</u> per box					
<i>Fluorescent U-Shaped (including but not limited to compact or u-shaped lamps)</i>	<u>\$ 1.25</u> per each					
<i>HID</i>	<u>\$ 2.25</u> per each					
<i>Sodium/Mercury Vapor</i>	<u>\$ 2.25</u> per each					

- 16. Propane
 - 12-16 Oz camping Fuel Size* \$ 360.00 /55GD
 - 5 gallon BBQ Tank Type* \$ 10.00 per each
- 17. Non-regulated Solid Waste \$ 45.00 /55GD \$ 208.00/CYB
- 18. Waste Oil (bulk) \$ 75.00 /55 GD \$ 75.00/275 Gal Tote
- 19. Antifreeze (bulk) \$ 85.00 /55 GD
- 20. Oil-Filters \$ 80.00 /55 GD
- 21. Soil *Indicates bulk landfill rates. Rates do not include taxes or CDTFA fees.
 - Non-Hazardous* \$ 130.00/85 GD \$ 85.00/55 GD \$ 70.00/30 GD \$ 40.00*/Ton
 - Non-RCRA-Direct landfill* \$ 120.00/85 GD \$ 80.00/55 GD \$ 65.00/30 GD \$ 45.00*/Ton
 - Non-RCRA-Stabilization* \$ 135.00/85 GD \$ 90.00/55 GD \$ 75.00/30 GD \$ CBC /Ton
 - Hazardous* \$ CBC /85 GD \$ CBC /55 GD \$ CBC /30 GD \$ CBC /Ton
- 22. Liquid Liquid rates subject to a \$.55/gallon surcharge if >2% solids
 - SWAT Drums (groundwater)* \$ 125.00/85 GD \$ 85.00/55 GD \$ 64.00/30 GD \$ 0.18/gallon
 - Landfill Equip. Wash Waste (water/dirt/oil combination)* \$ 125.00/85 GD \$ 85.00/55 GD \$ 64.00/30 GD \$ 0.18/gallon
 - Non-Hazardous Water (Module and secondary containment testing and cleaning)* \$ 125.00/85 GD \$ 85.00/55 GD \$ 64.00/30 GD \$ 0.18/gallon
 - Non-RCRA Bulked Liquid* \$ 159.50/85 GD \$ 110.00/55 GD \$ 82.50/30 GD \$ 0.20/gallon
 - Landfill Condensate/Leachate (Hazardous)* \$ 125.00/85 GD \$ 85.00/55 GD \$ 64.00/30 GD Cost + 10% /gallon
 - Landfill Condensate/Leachate (Non-Haz)* \$ 125.00/85 GD \$ 85.00/55 GD \$ 64.00/30 GD \$ 0.23/gallon
 - Hazardous* \$ 159.50/85 GD \$ 110.00/55 GD \$ 82.50/30 GD Cost + 10% /gallon
- 23. Appliances (processed by a California Certified Appliance Recycler) Cost + 10 %
- 24. Electronic Waste (including container and transportation costs)
 - SB 20/50 Covered Electronic Waste (CEW) 80 % of payout credit at time of billing
 - 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.
- 25. Miscellaneous Waste Types
 - Mercury Compounds* \$ 450.00/5GD
 - Elemental Mercury* \$ 1500.00/5GD
 - Batteries-Ni-Cad* \$ 35.00/5GD \$ 140.00/30GD \$ 240.00/55GD
 - Batteries-Lithium* \$ 125.00/5GD
 - Batteries-Mercury* \$ 450.00/5GD
 - Batteries-Alkaline (landfill)* \$ 60.00/5GD \$ 85.00/30GD \$ 120.00/55GD
 - Batteries-Alkaline (recycle)* \$ 65.00/5GD \$ 210.00/30GD \$ 395.00/55GD
 - Water Reactive* \$ 117.00/5GD
 - PCB Ballasts (incineration)* \$ 62.00/5GD \$ 300.00/30GD
 - PCB Ballasts (recycle)* \$ 93.00/5GD \$ 400.00/30GD
 - Fire Extinguishers* \$ 10.00/each
 - Compresses Gasses* Cost + 10 %
 - Sharps (Incineration)* \$ 60.00/5GD \$ 120.00/30GD \$ 160.00/55GD
 - Sharps (Autoclave/Landfill)* \$ 20.00/5GD \$ 40.00/30GD \$ 60.00/55GD \$ 50.00/43GD
 - Household smoke and smoke/carbon monoxide detectors* Cost + 10 %
 - Solar Panels* Cost + 10 %
 - Other* Quoted on CBC basis
 - Non-RCRA Waste Medicines* \$ 165.00/55GD

26. Items not otherwise specified (includes subcontractor services)

<i>Explosives</i>	Quoted on CBC basis
<i>Ammunition</i>	Quoted on CBC basis
<i>Low-Level Radioactive Waste</i>	Cost + <u>10</u> %
<i>Medical Waste</i>	Cost + <u>10</u> %
<i>Electronic Manifest Fee</i>	<u>\$ 20.00</u> per manifest
<i>Other</i>	Cost + <u>10</u> %

27. Rechargeable Batteries

Contractor shall ship rechargeable batteries through the Call2Recycle (or similar, authorized) program. Contractor shall rebate the County 75 % of the rebate amount received from the Program at the time of billing.

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

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

A. Labor (Emergency Response & Non-Standard)

1.	Project Manager/Supervisor	<u>\$ 75.00</u> per hour
2.	Field Chemist	<u>\$ 60.00</u> per hour
3.	Project Administrator	<u>\$ 40.00</u> per hour
4.	Field Technician	<u>\$ 47.00</u> per hour
5.	Laborers	<u>\$ 37.00</u> per hour
6.	Logistics Coordinator	<u>\$ 40.00</u> per hour
7.	Safety Supervisor	<u>\$ 65.00</u> per hour
8.	Emergency Response Technicians	<u>\$ 47.00</u> per hour
9.	Equipment Operator or Driver	<u>\$ 66.00</u> per hour
10.	Project Consultant	Cost + <u>10</u> %
11.	Other:	Cost + <u>10</u> %

B. Equipment * Includes operator

	Hourly Rate/Minimum# Hrs. or other conditions
1.	Emergency Response Truck <u>\$ 55.00</u> per hour
2.	Crew Truck \$/ hour <u>\$ 35.00</u> per hour
3.	Flatbed Truck-Small* <u>\$ 114.00</u> per hour
4.	Flatbed Truck-Large* <u>\$ 114.00</u> per hour
5.	Roll-off Truck* <u>\$ 114.00</u> per hour
6.	End-Dump* <u>\$ 114.00</u> per hour
7.	Box Van/Boat* <u>\$ 102.00</u> per hour
8.	Vacuum Truck-70 bbl.* <u>\$ 114.00</u> per hour
9.	Vacuum Truck-100+ bbl.* <u>\$ 114.00</u> per hour
10.	Compactor/Bailer Cost + <u>10</u> %
11.	Forklift Cost + <u>10</u> %
12.	Pressure Washer/Steam Cleaner <u>\$ 25.00</u> per hour
13.	Daily Bin Rental <u>\$ 12.00</u> per day
14.	Other/Misc Cost + <u>10</u> %

C. Materials and Supplies

1.	Personal Protective Equipment (Safety)	Daily Rate/Person
a.	<i>Level A</i>	<u>\$ 250.00</u>
b.	<i>Level B</i>	<u>\$ 150.00</u>
c.	<i>Level C</i>	<u>\$ 50.00</u>
d.	<i>Level D</i>	<u>\$ 15.00</u>
2.	Monitoring	
	<i>Specific Contaminants (Draeger Pump)</i>	Cost + <u>10</u> %
	<i>Volatile Organics (OVA / HNU)</i>	Cost + <u>10</u> %

	<i>Flammable Vapors/02 (4-gas / LEL)</i>	Cost + <u>10</u> %	
3.	Containers (Specify if Reconditioned)	Unit Cost (each)	
a.	85 GSD	<u>\$ 205.00</u>	
b.	55 GSD	<u>\$ 45.00</u>	May be Reconditioned or New
c.	55 GPD	<u>\$ 55.00</u>	May be Reconditioned or New
d.	30 GSD	<u>\$ 42.00</u>	May be Reconditioned or New
e.	30 GPD	<u>\$ 42.00</u>	May be Reconditioned or New
f.	15 GSD	<u>\$ 42.00</u>	
g.	15 GPD	<u>\$ 42.00</u>	
h.	5 GSD	<u>\$ 13.00</u>	
i.	5 GPD	<u>\$ 13.00</u>	
j.	Other	Cost + <u>10</u> %	
	GPD=Gallon Plastic Drum	GSD=Gallon Steel Drum	
4.	Vermiculite	<u>\$ 38.00</u> per bag	
5.	Other Absorbent	<u>\$ 9.00</u> per bag	
6.	Visqueen	<u>\$ 114.00</u> per roll	
7.	HazCat” Kit (standard)	<u>\$ 00.00</u> Each	
8.	Materials and Supplies (not otherwise specified)	Cost + <u>10</u> %	
9.	Bin Liners	<u>\$ 65.00</u> Each	

D. Services

1.	Analytical	Cost + <u>10</u> % Per test
2.	“HazCat” Analysis	<u>\$ 150.00</u> Per test
3.	At-The-Door Pickups	<u>\$ 70.00</u> price per stop, 5 Stop Minimum
4.	Public Education & Outreach (by request)	Cost + <u>10</u> %
5.	Training (Outside Vendor)	Cost + <u>10</u> %
6.	Services (not otherwise specified)	Cost + <u>10</u> %

E. Temporary Household Hazardous Waste Collection Events

These events shall be billed using a Task Order. Contractor shall itemize all labor, materials, and all other billable aspects on the Task Order with an estimated Total. Contract Administrator or designee will approve Task Order prior to event. Approved Task Order shall be submitted with invoice for payment.

**ATTACHMENT D
SUBCONTRACTOR SERVICES**

Below lists all subcontractor(s) anticipated to perform any part of the work or services specified in Attachment A. Included are the description of services to be performed by each subcontractor and the estimated percentage of the overall Scope of Work anticipated to be performed by each subcontractor. It is the sole responsibility of the Contractor to notify County in writing when there are changes to subcontractors listed.

Subcontractor Name	Description of Services	Percentage of SOW to be Performed
Crosby & Overton, Inc.	Treatment of bulk non-hazardous water	5% - 7%
US Ecology (formerly Evoqua)	Treatment of bulk hazardous (acidic or alkaline) water	< 1%
World Oil (formerly Demmeno Kerdoon)	Oil and antifreeze recycling	< 1%
Interstate Battery System of California Gold Coast	Lead acid battery recycling	< 1%
Kinsbursky Brothers, Inc.	Alkaline and mercury battery recycling	1% - 3%
e-Recycling of California	Transportation and recycling of electronic waste	5% - 6%
Electronic Recyclers International, Inc.	Alternate electronic waste recycling facility	0%
Acrylatex	Latex paint recycling	6% - 7%
Amazon Environmental, Inc.	Latex paint recycling	6% - 7%
Lighting Resources	Lamp and battery recycler	1% - 2%
WM Lamptracker, 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 Site Services	Portable restroom/washroom facilities	> 1%
PaintCare	Paint recycling	6% - 7%
Sals Propane	Propane supplier	1% - 2%

**ATTACHMENT E
EMERGENCY SERVICES PRICE LIST**

The following rates are for services provided in an emergency only. *An emergency is defined as those situations where the welfare of County residents is at stake and/or immediate purchasing action is required to prevent serious economic or other hardship to the County.* Emergency rates listed below shall only be applied when the Contract Administrator or Procurement or other County designee confirms an emergency response is necessary. When items are dually listed below and in Attachment C-1, Contractor shall invoice using the item with the lowest rate.

Description	UOM	Price (USD)
FIELD PERSONNEL		
Field Technician	HR	\$74.00
Equipment Operator	HR	\$91.00
Foreman	HR	\$91.00
Chemist	HR	\$104.00
Supervisor	HR	\$105.00
Lead Chemist	HR	\$120.00
Project Manager	HR	\$133.00
Site Safety Officer	HR	\$170.00
TECHNICAL PERSONNEL		
Field Inspector	HR	\$89.00
Mechanic	HR	\$104.00
Welder	HR	\$104.00
Field Engineer/Scientist/Geologist	HR	\$116.00
Senior Engineer/Scientist/Geologist	HR	\$131.00
Professional Engineer/LSP	HR	\$164.00
ADMINISTRATIVE/MANAGERIAL PERSONNEL		
On Site Administration	HR	\$71.00
Emergency Response Coordinator	HR	\$137.00
General Manager	HR	\$175.00
COVID19 RESPONSE EQUIPMENT		
Antiviral Backpack Sprayer	DAY	\$263.00
Antiviral Disinfectant Fogger	DAY	\$189.00
Antiviral Disinfectant Solution	GAL	\$49.00
Antiviral Electrostatic Sprayer	DAY	\$263.00
Decon Station	DAY	\$210.00

Description	UOM	Price (USD)
High Power Antiviral Fogger	DAY	\$683.00
N95 MASK	EA	\$7.90
Wheeled Antiviral Sprayer	DAY	\$525.00
HEAVY DUTY TRUCKS		
Box Truck	HR	\$94.00
Dump Truck, 10 Wheel	HR	\$108.00
High Powered Vacuum Truck/Cusco	HR	\$151.00
Rolloff Straightjob	HR	\$103.00
Rolloff Two Can Trailer	HR	\$113.00
Skid Mounted Vacuum System	HR	\$69.00
Tractor Only, No Trailer	HR	\$81.00
Tractor wBox Van	HR	\$107.00
Tractor wDump Trailer	HR	\$107.00
Tractor wFlatbed/Lowbed Trailer	HR	\$115.00
Tractor wLiquid Transporter	HR	\$129.00
Tractor wRolloff Trailer	HR	\$113.00
Tractor wVacuum Trailer	HR	\$133.00
Vactor with Jet Rodder	HR	\$151.00
Vacuum Truck, Straight	HR	\$103.00
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$151.00
HYDRO EXCAVATION SERVICES		
Hydrovac - Single Drive with Operator & Helper	HR	\$285.00
Hydrovac - Tandem Drive with Operator & Helper	HR	\$315.00
Hydrovac - Tri-Drive with Operator & Helper	HR	\$315.00
Working Boiler / Heating Charge	HR	\$69.00
LIGHT DUTY TRUCK/RESPONSE EQUIPMENT		
Emergency Response Van	HR	\$86.00
Pickup with Dump Body	HR	\$32.00
Pickup/Van/Car/Crew Cab	HR	\$29.00
Small Box Truck / Cube Van	HR	\$40.00
Spill Trailer	DAY	\$310.00
Stake Body/Utility Truck	HR	\$40.00
Utility / Support Trailer	DAY	\$212.00

Description	UOM	Price (USD)
PRESSURE WASHING EQUIPMENT		
10,000 PSI - 60 GPM - HP Pump (350, 405)	HR	\$77.00
1000psi Pressure Washer	DAY	\$109.00
2-D Rotating Nozzle	HR	\$71.00
20,000 PSI - 23 GPM - HP Pump (305)	HR	\$152.00
2000psi Pressure Washer	DAY	\$118.00
2500psi Hot Water Pressure Washer	DAY	\$369.00
2500psi Pressure Washer	DAY	\$129.00
3-D Rotating Nozzle - 10K, 20-80 GPM (LV)	HR	\$93.00
3000psi Hot Water Pressure Washer	DAY	\$407.00
40,000 PSI - 12 GPM - UHP Pump (305)	HR	\$179.00
40,000 PSI - 6 GPM - UHP Pump (200 HP)	HR	\$179.00
PUMPING/TRANSFERRING PUMPS		
Drum Head Vacuum System, Electric	DAY	\$58.00
Drum Loader	DAY	\$186.00
Pump - Centrifugal, 2 in	DAY	\$119.00
Pump - Diesel Lister, 3 in	DAY	\$167.00
Pump - Double Diaphragm, 1 in	DAY	\$105.00
Pump - Double Diaphragm, 2 in	DAY	\$149.00
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$197.00
Pump - Double Diaphragm, 3 in	DAY	\$167.00
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$218.00
Pump - Double Diaphragm, 4 in	DAY	\$229.00
Pump - Electric Drum	DAY	\$118.00
Pump - Electric Submersible, 2 in	DAY	\$94.00
Pump - Electric Submersible, 3 in	DAY	\$118.00
Pump - Electric Submersible, 4 in	DAY	\$173.00
Pump - Hand	DAY	\$38.00
Pump - Hydraulic Transfer, 4 in	HR	\$38.00
Pump - Hydraulic Transfer, 6 in	HR	\$284.00
Pump - Trash, 4 in	DAY	\$309.00
MARINE RESPONSE EQUIPMENT		
Airboat, Single Engine	DAY	\$1512.00
Airboat, Twin Engine	DAY	\$4410.00
Boat/Workskiff without Motor	DAY	\$179.00
Brush Skimmer	DAY	\$1008.00

Description	UOM	Price (USD)
Containment Boom - 10" Per Foot Per Day	FT	\$2.25
Containment Boom - 18" Per Foot Per Day	FT	\$2.51
Containment Boom - 24" Per Foot Per Day	FT	\$3.24
Containment Boom - 36" Per Foot Per Day	FT	\$3.64
Drum Skimmer (24in-36in)	DAY	\$790.00
Drum Skimmer, Double Barrel 24"	DAY	\$1234.00
Hydraulic Power Pack for Skimmer	DAY	\$278.00
Landing Craft (LCM), 26ft-29ft	DAY	\$1197.00
Landing Craft (LCM), 30ft-34ft	DAY	\$1298.00
Landing Craft (LCM), 35ft-45ft	DAY	\$1947.00
PFD Life Vest	DAY	\$34.00
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$103.00
Power Barge Boat, 26ft-30ft	DAY	\$1386.00
Power Barge Boat, 30ft-42ft	DAY	\$2520.00
Power Workboat, Fast Response, 12-14ft	DAY	\$376.00
Power Workboat, Fast Response, 15-17ft	DAY	\$449.00
Power Workboat, Fast Response, 18-22ft	DAY	\$751.00
Power Workboat, Fast Response, 23-26ft	DAY	\$945.00
Power Workboat, Fast Response, 27-36ft	DAY	\$1197.00
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$990.00
Rope Mop - 4" (Per Foot)	FT	\$38.00
Rope Mop - 9" (Per Foot)	FT	\$49.00
Rotating Disc Skimmer Unit	DAY	\$1028.00
Skim Pack Skimmer	DAY	\$204.00
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$819.00
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$1103.00
Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$977.00
Skimmer, Duck Bill	DAY	\$36.00
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$6899.00
Skimming Vessel Belt Drive Replacement	EA	\$1691.00
Weir Skimmer Unit	DAY	\$219.00
FIELD ANALYTICAL		
4 Gas/5 Gas Meter	DAY	\$193.00
Bailer & Sampling Equipment	DAY	\$66.00
Draeger Air Monitoring Pump	DAY	\$86.00
Explosion/Oxygen Meter	DAY	\$137.00
Geiger Counter Meter	DAY	\$171.00
Hydrogen Cyanide Meter	DAY	\$141.00
Interface Probe	DAY	\$137.00

Description	UOM	Price (USD)
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$555.00
Mercury Vapor Analyzer	DAY	\$284.00
Particulate Meter, Mini Ram or equivalent	DAY	\$137.00
Personal Air Pump Meter	DAY	\$66.00
pH Meter	DAY	\$66.00
PID Meter	DAY	\$137.00
Well Purging/Sampling Pump	DAY	\$66.00
HOSES/PIPE		
Hose - Chemical, 2 in X 20 ft	DAY	\$40.00
Hose - Chemical, 3 in X 20 ft	DAY	\$56.00
Hose - Chemical, 4 in X 20 ft	DAY	\$73.00
Hose - Flex ADS, 6 in, per ft	FT	\$4.73
Hose - Flex, 4 in, per ft	FT	\$4.20
Hose - Lay Flat, 2 in X 25ft	DAY	\$30.00
Hose - Lay Flat, 4 in X 25 ft	DAY	\$66.00
Hose - Lay Flat, 6 in X 25 ft	DAY	\$86.00
Hose - Suction, 2 in X 25 ft	DAY	\$34.00
Hose - Suction, 3 in X 25 ft	DAY	\$46.00
Hose - Suction, 4 in X 25 ft	DAY	\$66.00
Hose - Suction, 6 in X 25 ft	DAY	\$95.00
Wash Hose, 1/2in x 50ft	DAY	\$19.00
EARTH MOVING EQUIPMENT		
Backhoe Loader, 1 Yard Bucket	HR	\$86.00
Bobcat Loader/Mini Excavator	HR	\$80.00
Excavator, 20-30 Ton	HR	\$109.00
Fork Attachment for Bobcat Loader	DAY	\$63.00
Loader, 2-3 Yard Bucket	HR	\$83.00
Mini Excavator	HR	\$80.00
Sweeper Attachment for Bobcat Loader	DAY	\$154.00
PNEUMATIC POWER TOOLS		
3/4in Drill, Rotary Hammer	DAY	\$99.00
Airspade Pneumatic Shovel	DAY	\$72.00
Jackhammer, 40Lb	DAY	\$71.00
Jackhammer, 60Lb	DAY	\$89.00
Jackhammer, 90Lb	DAY	\$107.00
Pneumatic Chipping Gun	DAY	\$114.00
Steel Nibbler, Pneumatic	DAY	\$142.00

Description	UOM	Price (USD)
GAS POWERED TOOLS		
Brush Cutter/Power Broom	DAY	\$133.00
Chain Saw	DAY	\$133.00
Cutoff Saw (Demo)	DAY	\$142.00
ELECTRIC POWER TOOLS		
1/2in Drill, Electric	DAY	\$47.00
Circular Saw, Electric	DAY	\$66.00
Mercury Vacuum	DAY	\$223.00
Reciprocating Saw (Sawzall), Electric	DAY	\$86.00
Wet Vacuum (Shop Vac)	DAY	\$47.00
SITE SUPPORT		
100 HP boiler unit	HR	\$109.00
15 Gal HEPA Vacuum	DAY	\$186.00
150,000 BTU Portable Heater	DAY	\$294.00
2 CU YD self dumping hopper	DAY	\$4.43
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$81.00
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$28.00
300 - 500 Gal Poly Storage Tank	DAY	\$42.00
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$99.00
Adverse Climatic Conditions Relief	EA	\$79.00
Air Compressor 175-185 CFM	DAY	\$284.00
Air Compressor 8-10 CFM	DAY	\$132.00
ATV, 4X4 or 4X6	DAY	\$396.00
Carbon Filter System	DAY	\$269.00
Decontamination Trailer	DAY	\$188.00
Dewatering Box	DAY	\$177.00
Drum Vacuum, Pneumatic	DAY	\$198.00
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$80.00
Eyewash Station	DAY	\$58.00
Frac Tank 20,000 Gal	DAY	\$167.00
Frac Tank, Double Walled	DAY	\$200.00
Generator - 12K Watt	DAY	\$271.00
Generator - 4,000 Watt	DAY	\$151.00
Generator - 5,000 Watt	DAY	\$171.00
Generator - 8,000 Watt	DAY	\$198.00

Description	UOM	Price (USD)
Incident Command Unit	DAY	\$1696.00
Intermodal Container	DAY	\$33.00
Intrinsically Safe Drop Light	DAY	\$114.00
Light Stand	DAY	\$114.00
Light Tower w/Generator	DAY	\$566.00
Manlift	DAY	\$271.00
Office Trailer	DAY	\$124.00
On-site Van Trailer (Tractor not included)	DAY	\$218.00
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$189.00
Personnel Staging Tent, 20' x 30'	DAY	\$155.00
Pump - Trash, 2 in	DAY	\$118.00
Pump - Trash, 3 in	DAY	\$136.00
Rolloff Container with Metal lid	DAY	\$24.00
Rolloff Container with Tarp & Bows	DAY	\$21.00
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$31.00
Secondary Containment Unit	DAY	\$42.00
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$74.00
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$493.00
Traffic Cone/Barricade Unit	DAY	\$1.63
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$340.00
Vacuum Box, Watertight	DAY	\$112.00
SPECIALTY EQUIPMENT		
Auger, Manual	DAY	\$71.00
Compactor	DAY	\$71.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$394.00
Cutting Torch/Acetylene Torch	DAY	\$131.00
DBI/Rogloss Tripod	DAY	\$71.00
Digital Camera	DAY	\$94.00
Drum Crusher, Portable	DAY	\$493.00
Drum Tilter, Mechanical	DAY	\$186.00
Electric Auger	DAY	\$80.00
Electric Blower	DAY	\$95.00
Explosion Proof Pneumatic Fan Blower	DAY	\$95.00
Fiber Optic Camera	HR	\$63.00
Fiber Optic Camera Truck	HR	\$161.00
Forklift, 2,000Lb Capacity	DAY	\$453.00
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY	\$488.00
Plasma Cutting Torch	DAY	\$257.00
Remote Drum Opener, Pnuematic	DAY	\$1290.00

Description	UOM	Price (USD)
Sand Blaster and Hose	HR	\$32.00
Transit Set	DAY	\$136.00
Walk Behind Concrete Saw	DAY	\$247.00
RESPIRATORY PROTECTION		
2 Man Breathing System	DAY	\$312.00
4 Man Breathing System	DAY	\$396.00
Acid Cartridges	PAIR	\$32.00
Asbestos Cartridges	PAIR	\$33.00
Breathing Air Hose, 100ft	DAY	\$114.00
Chlorine Cartridges	PAIR	\$32.00
Mercury Cartridges	PAIR	\$59.00
MSA Chemical Cartridge	EA	\$33.00
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$284.00
Organic Vapor Cartridges (No Dust)	PAIR	\$39.00
Organic Vapor/Dust Combination Cartridges	PAIR	\$56.00
Respirator, Full Face	DAY	\$35.00
Self Contained Breathing Apparatus (SCBA)	DAY	\$284.00
PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)		
Level A w/ResponderPlus Suit/Changeout	EA	\$1028.00
Level B w/CPF2 or Polytyvec/Changeout	EA	\$217.00
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$271.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$325.00
Level C w/CPF1,2 or Polytyvec/Changeout	EA	\$66.00
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$81.00
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$131.00
Modified Level D (Tyvec, Gloves and Boots)	EA	\$33.00
CHEMICAL PROTECTIVE GARMENTS		
Chemrel Suit, Level C	EA	\$91.00
Kappler CPF1 Suit (Blue)	EA	\$37.00
Kappler CPF2 Suit (Grey)	EA	\$61.00
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$102.00
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$138.00
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$174.00
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$143.00
Nomex Suit and Hood	EA	\$197.00
Polycoated Rain Gear, 22mil	EA	\$34.00

Description	UOM	Price (USD)
Tyvec, Polycoat HD/BT	EA	\$20.00
Tyvec, Saranex	EA	\$62.00
Tyvec, White	EA	\$24.50
HAND PROTECTION		
14in Neoprene Gloves	PAIR	\$14.10
14in Nitrile Gloves	PAIR	\$14.10
Cotton Winter Glove Liners	PAIR	\$6.50
Cut Resistant Gloves	PAIR	\$34.00
Glove, Nitrile, Inner Liner	PAIR	\$3.68
Gloves - 12 in PVC	PAIR	\$12.60
Gloves - 18 in PVC	PAIR	\$13.10
Gloves - Leather	PAIR	\$8.70
Latex Gloves	BOX	\$14.70
Puncture Resistant Gloves	PAIR	\$37.00
Silver Shield Gloves	PAIR	\$37.00
FOOT PROTECTION		
Disposable Boot Covers (Chicken Boots)	PAIR	\$13.60
Non Steel Toe Chest Waders - Purchased	PAIR	\$244.00
Steel Toe Hip Boots - Purchase	PAIR	\$174.00
Steel Toe Knee Boots	PAIR	\$87.00
HEAD / FACIAL PROTECTION		
16oz Eyewash	EA	\$24.50
Bottled Water / Stress Relief (Case)	CA	\$28.00
Earplugs	PAIR	\$2.08
Face/Splash Shield	EA	\$24.50
First Aid Kit, 25 Person	EA	\$90.00
DOT SHIPPING CONTAINERS		
1 Cubic Yard Supersac 13H2/Y/06	EA	\$96.00
10 Gal / 40 Litre Fiber Drum	EA	\$44.00
110 Gal Steel Drum, Reconditioned 1A2Y400S	EA	\$563.00
16 Gal / 70 L Closed Poly Drum	EA	\$67.00
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA	\$70.00
16 Gal Fiber Drum	EA	\$37.00
18x18x24in Nonhazardous Pathological Waste Box	EA	\$10.90
20 Gal / 80 Litre Fiber Drum	EA	\$37.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$109.00
275G / 1100 L Poly TOTE, DOT Rated	EA	\$325.00

Description	UOM	Price (USD)
275G / 1100 L Recondition Poly TOTE, DOT Rated	EA	\$310.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$84.00
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$102.00
30 Gal / 120 Litre Closed Steel Drum, Reconded 1A1/Y1.4/100	EA	\$97.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$56.00
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA	\$92.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$120.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$101.00
4ft Fluorescent Tube Box 4G/Y275	EA	\$28.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$32.00
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$37.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$24.50
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$37.00
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$27.00
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$53.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$72.00
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$273.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$109.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$107.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$158.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$61.00
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$113.00
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$161.00
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$118.00
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	\$219.00
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$249.00
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	\$208.00
8ft Fluorescent Tube Box 4G/Y275	EA	\$30.00
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$320.00
95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$290.00
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$77.00
Drum Liners	EA	\$24.50
Drum Rings/Bolts/Gaskets	EA	\$32.00
Dump Trailer Poly Liner	EA	\$104.00
Filter/Liner for Filter Box	EA	\$386.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$167.00
Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$109.00
Flexbin/Cubic Yard Box Liner	EA	\$32.00

Description	UOM	Price (USD)
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$67.00
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$96.00
Hazardous Waste Labels / Markings	EA	\$1.41
Labels - DOT Diamonds	EA	\$1.63
Pathological Waste Bag	EA	\$6.60
Poly Bags, 6mil, per Roll	EA	\$184.00
Poly Sheet, 6mil 20ft x 100ft	EA	\$136.00
Rolloff Poly Liner	EA	\$84.00
Vacbox Liner/Bladder	EA	\$833.00
Waste Wrangler	EA	\$203.00

ABSORBENT MATERIALS

Absorbent Boom, 3in x 4ft	EA	\$8.70
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$167.00
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$267.00
Absorbent Pad (101 Grade) 100/bale	BALE	\$138.00
Absorbent Roll, 38in x 144ft	EA	\$196.00
Absorbent Rug, 36in x 300ft	EA	\$325.00
Absorbent Sweep, 17in x 100ft	BALE	\$173.00
Activated Carbon for Water treatment systems	LBS	\$3.35
Corn Cob Absorbent 40lb / 18 kg bag	BAG	\$19.00
HGX Absorbent (Mercury absorbent)	LBS	\$22.50
Oil Snare, on a Line, 50ft	EA	\$105.00
Poly Absorbent, 20 lb / 23 kg	BAG	\$114.00
Rags, 50 lb / 23 kg	BOX	\$67.00
Speedi Dry	BAG	\$14.70
SPI Solidification Particulate (Oil Bond)	LBS	\$21.00
SPI Waterbond	LBS	\$17.00
Vermiculite 4 cuft	BAG	\$51.00

DEGREASERS & NEUTRALIZING AGENTS

142 Solvent	GAL	\$11.90
Antifreeze, Concentrate	GAL	\$6.30
Capsur	GAL	\$184.00
Cirtic Acid Solution, 15%	GAL	\$7.60
Citrus Cleaner Degreaser	GAL	\$67.00
Hydrated Lime, 50 lb / 23 kg	BAG	\$8.70
Hydrochloric Acid	LBS	\$3.90
Penetone Degreaser	GAL	\$36.00
Pink Stuff Degreaser	GAL	\$39.00

Description	UOM	Price (USD)
Simple Green Degreaser	GAL	\$37.00
Soda Ash, 100 lb / 45 kg	BAG	\$57.00
Sodium bisulfate 50 lb / 23 kg	BAG	\$132.00
Sodium Hypochlorite, 15% (Bleach)	GAL	\$20.00
SAMPLING AND LAB SUPPLIES		
8oz Sample Jars	EA	\$15.20
CHLOR'N'OIL Test Kit 0-50ppm PCB	EA	\$42.00
CHLOR-D-TECT 4000 Test Kit (Halogens)	EA	\$32.00
Draeger Tube	EA	\$32.00
pH Paper, 1-14/Roll	EA	\$19.00
Sample Tube	EA	\$19.00
MARINE EQUIPMENT		
1/2in Nylon Rope	FT	\$1.09
1/2in Poly Rope	FT	\$0.55
3/8in Poly Rope	FT	\$0.44
3/8in Unguarded Galvanized Chain	FT	\$7.60
Anchor, 18Lb	EA	\$149.00
PFD Deck Suit	EA	\$731.00
PFD Safety Light	EA	\$32.00
HAND TOOL/CONSTRUCTION ACCESSORIES		
16in Street Broom	EA	\$38.00
24in Floor Broom	EA	\$38.00
3 Gal Pump Spray Bottle	EA	\$59.00
3/8in Manilla Rope	FT	\$0.55
3/8in Manilla Rope Coil, 600ft	EA	\$179.00
3in Long Handle Scraper	EA	\$25.50
3in Scraper	EA	\$16.00
Caution Tape/Roll	EA	\$61.00
Chemical Tape/Roll	EA	\$56.00
Deck/Scrub Brush	EA	\$20.00
Disposable Hand Pump/Syphon Pump	EA	\$37.00
Duct Tape/Roll	EA	\$16.00
Extension Cord, 50ft	EA	\$61.00
Fence Stakes	EA	\$9.90
Fence, SILT 100ft	EA	\$155.00
Flat Shovel	EA	\$35.00
Garden Hoe	EA	\$33.00

Description	UOM	Price (USD)
Garden Rake	EA	\$33.00
Pitch Fork	EA	\$109.00
Plastic Shovel	EA	\$60.00
Sawzall Blade	EA	\$37.00
Shrink Wrap	ROL	\$52.00
Snow Fence/Safety Fence, 100ft	EA	\$83.00
Spaded Shovel	EA	\$38.00
Squeegee	EA	\$40.00
ER COVERAGE FEES/SAFETY PLANS/REPORTS		
Additional Site Listings	EA	\$1000.00
ER Incident Report Fee	EA	\$200.00
OPA 90 Single Facility Fee	EA	\$2500.00
WASTE MATERIAL APPROVAL		
Profile Approval Fee (No Sample)	EA	\$75.00
Sample & Profile Approval Fee	EA	\$158.00
MISCELLANEOUS		
Acetylene Bottle	EA	\$49.00
Breathing Air Bottle Refill	EA	\$33.00
Collection Jar for Mercury Vacuum	EA	\$48.00
Filter Bags - 25 Micron Nominal	EA	\$9.80
Filtration Bag for Mercury Vacuum	EA	\$32.00
Hand Cleaner	EA	\$36.00
Misc. Handtools	DAY	\$53.00
Rolloff Bow	EA	\$46.00
Rolloff Tarp	EA	\$453.00