

# Attachment A

# Board Contract Summary

BC \_\_\_\_\_

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts.*

D1.	Fiscal Year .....	FY 2017/2018 to FY 2019/2020
D2.	Department Name .....	Public Works
D3.	Contact Person .....	Jody Rundle
D4.	Telephone .....	805-882-3602

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose .....	Collection and disposal of hazardous waste.
K3.	Department Project Number.....	195001
K4.	Original Contract Amount .....	\$ 1,753,560.00
K5.	Contract Begin Date .....	July 1, 2017
K6.	Original Contract End Date .....	June 30, 2020
K7.	Amendment? (Yes or No).....	No
K8.	- New Contract End Date .....	N/A
K9.	- Total Number of Amendments .....	N/A
K10.	- This Amendment Amount.....	\$ N/A
K11.	- Total Previous Amendment Amounts.....	\$ N/A
K12.	- Revised Total Contract Amount .....	\$ N/A

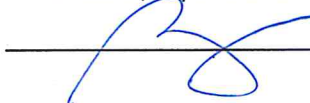
B1.	Intended Board Agenda Date .....	June 20, 2017
B2.	Number of Workers Displaced (if any) .....	N/A
B3.	Number of Competitive Bids (if any).....	N/A
B4.	Lowest Bid Amount (if bid) .....	N/A
B5.	If Board waived bids, show Agenda Date.....	N/A
	and Agenda Item Number .....	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph).....	N/A

F1.	Fund Number .....	1930
F2.	Department Number.....	054
F3.	Line Item Account Number .....	7460
F4.	Project Number (if applicable) .....	195001
F5.	Program Number (if applicable) .....	1950
F6.	Org Unit Number (if applicable).....	N/A
F7.	Payment Terms.....	Net 30

V1.	Auditor-Controller Vendor Number .....	004734
V2.	Payee/Contractor Name.....	Clean Harbors Environmental Services
V3.	Mailing Address.....	P.O. Box 3442
V4.	City State (two-letter) Zip (include +4 if known).....	Boston, MA 02241-3442
V5.	Telephone Number .....	805-987-0217, Ext. 1472
V6.	Vendor Contact Person .....	Jennifer McLaughlin
V7.	Workers Comp Insurance Expiration Date .....	11/01/2017
V8.	Liability Insurance Expiration Date .....	11/01/2017
V9.	Professional License Number .....	N/A
V10.	Verified by (print name of county staff).....	Jody Rundle

V11 Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 5/30/17 Authorized Signature: 

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Clean Harbors Environmental Services, Inc. having its principal place of business at 42 Longwater Drive, Norwell, MA 02061, with a local address at 880 West Verdulera Street, Camarillo, CA 93010 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Leslie Wells at phone number (805) 882-3611 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jennifer McLaughlin at phone number (805) 914-1472 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Leslie Wells Resource Recovery & Waste Management Division 130 East Victoria Street, Suite 100 Santa Barbara, CA 93101
To CONTRACTOR:	Jennifer McLaughlin Technical Services District Manager Clean Harbors Environmental Services, Inc. 880 Verdulera Street Camarillo, CA 93010
WITH A COPY TO:	Clean Harbors Environmental Services, Inc. General Counsel, Urgent Contract Matter 42 Longwater Drive Norwell, MA 02061

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

#### **4. TERM**

CONTRACTOR shall commence performance on July 1, 2017 and end performance upon completion, but no later than June 30, 2020 unless otherwise directed by COUNTY or unless earlier terminated.

#### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

#### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

#### **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by

law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such

items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.



1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment. Additionally, CONTRACTOR may terminate this Agreement at any time for any reason upon ninety (90) days written notice to the COUNTY.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## 21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other

provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.



### **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

### **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Clean Harbors Environmental Services, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

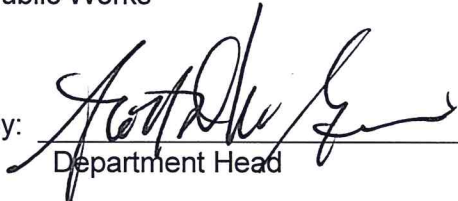
**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_


**RECOMMENDED FOR APPROVAL:**

Public Works

By:   
Department Head

**CONTRACTOR:**

Clean Harbors Environmental Services, Inc.

By:   
Authorized Representative

Name: Louis Pransky  
Title: Vice President


**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

The performance of these services shall be in full compliance with all applicable Federal, State, and local laws, rules, regulations, and orders, including but not limited to the Resource Conservation and Recovery Act, OSHA, and regulations, rules, and orders of the US Environmental Protection Agency (EPA), the US Department of Transportation (DOT), the State Department of Toxic Substances Control (DTSC), and the California Highway Patrol (CHP).

The scope of work includes specific work elements described as follows:

#### **A. Servicing permanent collection center and other solid waste facilities**

##### 1. General Operations

The County currently operates a Community Hazardous Waste Collection Center (CHWCC) available two days a week (Saturdays and Sundays) to residents and once a week (Fridays) to businesses.

The services required at this facility include, but are not limited to: categorizing, loading, treating, storing, preparing and providing transportation, recycling, and disposing of the materials collected. In addition, Contractor will provide the equipment, machinery, tools, materials, and labor to perform the work specified. Services will also include waste stream approval, assisting with shipping document preparation, analysis for quality assurance, and reporting requirements, including all hazardous waste manifests and bills of lading and all supporting documentation in accordance with applicable local, State, and Federal laws and regulations. Prior to payment of invoices, the Contractor shall submit copies of all completed inventories and manifests indicating final disposal of all waste.

The Contractor will be required to service the CHWCC every Monday, arriving between 11:00 a.m. and 2:00 p.m., or in a reasonable amount of time necessary to complete work by close of day (6:00 p.m.), due to facility storage constraints.

Waste collected will be transported and managed according to ATTACHMENT A1.

##### 2. PaintCare Program Products

In addition to the services provided above, and in response to AB 1343, the following describes how the County and Contractor will perform under the Architectural Paint Recovery Program.

a. County will remove Program Products, as defined in the Agreement from citizens' vehicles and place these Program Products in specific designated areas at the CHWCC. County staff will have the discretion to place Program Products in a Reuse Area for customer use.

b. Contractor will load Program Products only from specific designated areas from the CHWCC into Contractor's vehicles, trailers or movable storage containers for transportation and disposal or recycling off-site. Required reports will document Program Products separately from other materials received.

**B. Contractor labor**

Contractor labor may sometimes be required at the CHWCC to assist with sorting, packaging and bulking waste. Contractor labor is used primarily when the CHWCC staff takes scheduled vacations or is out due to illness, and because of staff turnover. This labor may be required on Saturdays, Sundays, and Mondays, as necessary, and Contractor should respond to a labor request within 48 hours.

**C. Equipment and supplies**

Contractor will provide additional packing and handling supplies, including asbestos bags, vermiculite, 55 gallon drums, 55 gallon drum liners, 8 mil visqueen, shrink wrap, packing tape, oil sorb, drum pumps, etc., as requested and paid for by County.

**D. Temporary hazardous waste collection events**

Contractor will be required to provide services for three one-day collection events. These events are scheduled for a weekend day in spring and fall at the Santa Ynez Valley Recycling & Transfer Station (SYVRTS) at 4004 Foxen Canyon Road, Los Olivos, CA 93441, and in the fall at the New Cuyama Transfer Station at 5073 Highway 166, New Cuyama, CA 93254.

During each event, residents can bring the legally allowed amount of household hazardous waste (HHW) for collection and disposal (Department of Transportation regulations limit the transport of HHW to a maximum of 15 gallons of liquids or 125 pounds of solids per trip). Residents may make a maximum of three trips to each event. Conditionally Exempt Small Quantity Generators (CESQGs) may bring no more than 27 gallons or 220 pounds of material per event and are serviced by appointment on the collection day only. Small businesses are charged the cost of disposal and these fees will be collected at the collection events.

The Contractor shall provide an adequate number of qualified personnel capable of collecting, sorting, inspecting, identifying, packaging, labeling, transporting, disposing and documenting the various hazardous waste materials collected during the events. Only personnel adequately trained in accordance with applicable laws and regulations will be allowed in the hazardous waste handling areas. During the collection events, the Contractor shall be responsible for having appropriate emergency personnel and equipment onsite. The County will provide personnel to verify participant residency, conduct surveys, and perform traffic control.

The County of Santa Barbara shall secure, with the assistance of Contractor, all necessary permits or documents and carry out any necessary interaction with the California EPA and DTSC, required for permitting of temporary HHW collection facilities and/or sites.

Contractor will be responsible for the following procedure related to the temporary collection events that meets the requirements of Title 22, Division 4.5, Chapter 45, Section 67450.4 of the Public Resource Code.

**1. Equipment and Supplies**

Any supplies and equipment needed to perform the services associated with HHW events are provided by Contractor. Contractor will provide, and use as necessary, safety equipment through level B protection (SCBA, chemical-resistant clothing, gloves and hard hat). In addition, ample supplies of Tyvek™ and splash suits, protective boots, gloves and glasses will be available for all personnel. A minimum of level D protection will be worn in the restricted (exclusion zone) areas. All staff will be prepared to upgrade personal protective equipment as deemed necessary. This means that all staff

wearing level D will have respirators in preparation of a level C incident and the same for access to level B equipment by level C workers.

## 2. Operations Plan

Prior to starting work on this project, the Contractor will either meet with County personnel in person (or discuss by phone) for a pre-project coordination meeting. At that point, a firm timeline schedule will be prepared with specific responsibilities identified and key coordination/decision making points established. Following that meeting, a project specific Operations Plan and Health & Safety Plan will be submitted to the County for review. The Contractor's Program Manager for the collection program will be available throughout the contract to meet with the County to continually monitor the program progress and discuss changes, improvements or additions to assure the completion of the program.

## 3. Site Set-up

Contractor will set up the site in a manner that will best handle the anticipated traffic flow in a streamlined manner as well as provide for the safe collection of material. Physical barricades delineating the hot zone and other restricted areas will prevent unauthorized access to the site. The collection will be set up to allow for two receiving lanes, or more if location allows, enabling the unloading of up to four cars at a time. It is anticipated that two hours will be needed for site setup.

In all areas where materials will be bulked, a 28-mil hypalon liner will be laid down. Over this, and in all working areas including under each roll-off box, 8-mil polyethylene sheeting will be placed. Tents will be constructed over all areas where materials will be handled. When required, the tents will be secured with cement blocks to prevent damage to the asphalt or pavement.

Tables will be set up for staging material to be bulked. All tables will be covered with 8-mil polyethylene sheeting. Each roll-off box will be staged on the plastic and lined with 8-mil polyethylene liners. Empty drums and equipment will be staged in the appropriate work areas.

Safety equipment will be staged and checked to ensure it is in good working order. This includes eyewashes, fire extinguishers, spill cleanup kits, de-con stations, emergency air horns, appropriate PPE and wind direction indicator streamers. An employee break area will be set up with chairs, tables and coolers for water and other drinks. A hospital route map will be posted in the de-con area. Appropriate signage and cones will be placed, directing participants to the unloading area. Bi-lingual signage will include directional arrows.

Contractor will open each collection event a half hour prior to the advertised opening. This prevents a build up of participants at opening time and provides an added level of customer service to these early participants.

## 4. Approving and Accepting Waste

Contractor will identify and classify as much material as possible using container identification marking. Participants will be asked to identify unlabeled containers. Containers with unknown contents will be directed to the HazCat area where the material will be identified. Following identification, Contractor personnel will transfer identified materials to the primary segregation area for subsequent packaging.

If unacceptable materials are identified, the Project Manager will inform a County representative for acceptance. Acceptance should be based on type of waste material, integrity of the container and reliability of the participant. Contractor will try to reduce the level of unknown waste material received at HHW events and when it is received, discourage unnecessary analysis and testing. When

possible, Contractor will make every attempt to communicate to the public the importance of having all materials properly labeled. All unknowns received are reviewed by the chief chemist. Visual HazCat methods should be implemented first to discourage further unnecessary handling. If formal HazCat methods are required, Contractor will use streamlined and scaled-down approaches to rapidly identify chemical characteristics to meet the profiling needs of the treatment facility.

#### 5. Sorting of Collected Material

Contractor will sort the recyclable materials from the waste stream. Oil, antifreeze, latex paint and automotive batteries will be sent to the operating area for subsequent packaging. Contractor personnel will segregate all other material according to DOT hazard classes. Flammable materials will be set aside for bulking after the collection event, labpack materials will be placed in the labpack area, and all other materials will be sorted directly into the appropriate drum or yard box. Materials eligible for PaintCare's Architectural Paint Recovery Program will be placed in a specific designated area for subsequent loading, transportation and disposal or recycling off-site

#### 6. Recycling

Motor oil, antifreeze, latex paint and automotive batteries will be packaged according to the recycling facility's specifications. Latex paint, antifreeze and motor oil will be bulked on site prior to shipment. As they will be recycled, it is vital that they contain low levels of contaminants. As each container is opened, it will be evaluated for contamination, and suspect containers will be set aside to be bulked with flammable liquids. Cans will be poured and scraped clean of any residue. The empty can will then be recycled or discarded as municipal garbage.

#### 7. Bulking

Contractor recognizes that bulk packaging of materials is often the most space and cost efficient packaging possible. Therefore, Contractor will bulk as much material as feasible on site in order to cut down on the number of drums produced, reducing both transportation and disposal costs to the County. "Bulky" items, solvents, gasoline, thinners, and other pourable flammable materials will be bulked into drums after the event is closed to the public as specified by permit by rule regulations. Additionally, many Non-RCRA materials are able to be bulked with the flammable liquids. These materials are then transported to a fuels blending facility.

#### 8. Bulk Stream Profiles

Contractor has established bulk stream profiles for packaging incinerable HHW materials for shipment to the appropriate Treatment, Storage, and Disposal Facility (TSDF). These bulk stream profiles classify materials according to DOT and EPA hazard characteristics for easy segregation. The TSDF profiles are renewed annually with sample evaluation. These bulk stream profiles are being used for all of Contractor's HHW programs including load check activities. For most collected household materials, this bulk stream packaging is utilized in place of labpacking. This allows immediate packaging upon segregation as no material inventory is required. The quantity limits of this method are governed by drum performance as dictated by DOT. Therefore, greater volumes of material may be packaged per drum in a simpler fashion.

#### 9. Labpacking

Material that does not conform to the bulk stream profiles will be labpacked following guidelines approved by the DOT and EPA, as well as the specific disposal requirements of the chosen TSDF facilities. If required by the TSDF facility, a material drum inventory sheet will be generated for each labpacked drum which includes columns for reporting labpack drum contents. Subsequent to filling each



drum, the drum will be closed, labeled and staged for transportation. DOT approved containers that will be used include 55 and 30 gallon metal 1A2/Y drums, 55/30/5 gallon poly 1H2/Y drums, 20 and 10 gallon fiber 1G/Y drums, and DOT approved 11G/Y cubic yard boxes.

10. Drum Labeling

As a drum is closed, it will be weighed and properly labeled for shipment. Labeling and marking will include the following:

11. Manifesting

Each drum is weighed prior to manifesting and transportation. As each container of waste is closed and weighed, it is issued a unique drum number that is written on the drum and entered onto a master drum list. The master drum list is used for recording each drum by size, type and weight as it is being staged for truck loading. This list is then used as the drums are loaded on the truck to ensure a proper drum count. Following truck loading, the master drum list is utilized to tabulate and enter the container weights for each line on the manifest. This data is entered into the computer for subsequent manifest printing. All manifesting will be done in accordance with State and Federal Regulations. Eligible recyclable materials will be shipped utilizing Bills of Lading. Once the shipping papers are prepared, they will be given to the County representative for review and signature. As much as possible, all collected materials will be manifested and transported directly to a final disposal facility. This prevents consolidation and repackaging of waste at a Storage facility that often results in delays in disposal and Certificates of Disposal.

12. Site Restoration

All debris, berms, tents, tables, cones, traffic equipment, and other miscellaneous items will be removed from the site at the close of all operations and completion of loading of waste materials collected. The restoration of the site should be completed within five hours of the collection event, in such a way that the site will be as clean as its observed condition immediately prior to the event. Contractor will meet with the County to inspect site restoration.

13. Event Data Reporting

Contractor will prepare a final report summarizing the details of the collection event activities, and include copies of manifests and bills of lading. This report allows the County to view collected volumes, the number of participants, and the disposition of collected waste. Contractor will also supply the County with a completed Form 303 for each event, as required by the California Department of Resources Recycling and Recovery (CalRecycle). Materials eligible for PaintCare's Architectural Paint Recovery Program will be recorded separately from other materials collected at each event.

**E. Service parameters**

1. Waste Management Specifications

In an effort to reduce program costs and the amount of hazardous waste being landfilled, the County encourages management practices that prioritize source reduction, recycling and treatment over landfilling as the preferred methods for handling the hazardous waste. Environmentally-sound incineration and hazardous waste landfill disposal are considered the least desirable disposal options. The County reserves the right to recycle, process and minimize, and consolidate as much waste as possible prior to shipment for final disposal.

2. Reporting Requirements

i. The County shall assist the Contractor in the manifesting of the waste to be collected and transported. The Contractor will assure all manifests comply with requirements of the California EPA, U.S. OT, U.S. EPA, and permitted disposal facilities receiving the waste. The County agrees to sign all manifests prior to shipment.

ii. The Contractor is required to provide all profiles required for each waste stream.

iii. The Contractor or subcontractor is required to provide proof of proper disposal, recycling, or treatment of waste. Certificates of Destruction are not required.

iv. The Contractor is required to provide the information necessary for County staff to submit the annual Form 303s to CalRecycle.

v. The Contractor is required to submit a detailed invoice summarizing each load collected. The invoice shall include drum number, size, and type of waste for each manifest and/or bill of lading utilized.

### 3. Waste Transportation and Treatment

The Contractor shall be a licensed hazardous waste hauler pursuant to California Health and Safety Codes Section 25163 for the duration of the Agreement. It is the responsibility of the Contractor to provide proper placarding and assure vehicle weight limits are adhered to during the transportation of all wastes hauled for the County of Santa Barbara. The Contractor will maintain thorough documentation and proof of long-standing contractual relationships with the proposed primary and final recycling, treatment, and disposal facilities. All facilities used shall be fully permitted and approved as a hazardous waste TSDF.

## EXHIBIT B

### **PAYMENT ARRANGEMENTS** **Periodic Compensation (with attached Schedule of Fees)**

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not-to-exceed \$1,753,560, estimated at \$567,330 for year one, \$584,350 for year two, and \$548,273 for year three. The COUNTY acknowledges that pricing is based on the current market capacity, conditions and Government regulations. If a significant market-wide pricing, capacity or regulatory change affects pricing, CONTRACTOR will document such changes and approach the County to renegotiate pricing. CONTRACTOR can ask for consideration of a renegotiated price once during the three-year contract.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs as defined in ATTACHMENT B1 (Schedule of Fees). Invoices submitted for payment that are based upon ATTACHMENT B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and, if found to be satisfactory and within the cost basis of ATTACHMENT B1, shall initiate payment processing. COUNTY shall pay invoices for satisfactory work within thirty (30) days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### INDEMNIFICATION AND INSURANCE REQUIREMENTS HAZARDOUS WASTE COLLECTION AND TRANSPORTATION

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY as soon as practicable in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Pollution Legal Liability and Remediation and/or Errors & Omissions** applicable to the hazardous waste collection operations with a limit no less than \$5,000,000 per claim or occurrence and \$10,000,000 aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including any environmental fines and penalties that may be imposed on COUNTY as a result of CONTRACTOR'S work under this Agreement.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used or equivalent).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Automobile Liability Endorsement** – The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
5. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and

failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

10. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
12. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances with thirty (30) days written notice to CONTRACTOR.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt of communication of changes from COUNTY.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



ATTACHMENT A1  
WASTE TRANSPORTATION AND TREATMENT METHODS

Waste Transportation

Contractor shall include a description of how wastes will be transported. Information shall include the transportation company, ownership status, etc. A copy of the waste hauler registration must be attached to this sheet.

Clean Harbors owns and operates vehicles for transportation of hazardous waste at various locations throughout the United States, Canada and Puerto Rico. All vehicles maintain current permits that meet Federal, State, and local laws and regulations. Clean Harbors Environmental Services, Inc., a fully licensed and permitted hazardous waste transporter, will transport the County's wastes. Clean Harbors intends to self-perform the majority of the services provided to the County. A copy of our Waste Transporter Registration is attached. A summary of our transportation licenses and permits is included at section III, as well as copies of key permits.

Waste Treatment Methods

A description of how each waste material is managed must be indicated in the following table, as should the Treatment, Storage and Disposal Facility (TSDF) that will be used for each type of material collected. The disposal site shall be fully permitted and approved as a hazardous waste TSDF. For waste management methods, please use the following abbreviations:

DI = Destructive Incineration; FI = Fuel Incineration; L = Landfill; N = Neutralization/  
Treatment; RC = Recycled; RU = Reused; S = Stabilization

If your firm manages wastes other than those listed, such as cathode ray tubes, please attach waste treatment methods as a separate sheet to this form.

### Waste Treatment Methods

	DI	FI	L	N	RC	RU	S	TSDF
Flammable Liquids/Solids Bulked	X							WI, KP, AG, EL
flammable		X						WI, KP, AG, EL
Oil-Base Paints - Loosepack		X						WI, KP, AG, EL
Oil-Base Paints - Bulk		X						WI, KP, AG, EL
Poisons (Excluding Reactives and Explosives)	X							WI, KP, AG, EL
Inorganic Acids	X							WI, KP, AG, EL
Organic Acids	X							WI, KP, AG, EL
Inorganic Base	X							WI, KP, AG, EL
Organic Base	X							WI, KP, AG, EL
Neutral Oxidizers	X							WI, KP, AG, EL
Organic Peroxides	X							WI, KP, AG, EL
Oxidizing Acids	X							WI, KP, AG, EL
Oxidizing Base	X							WI, KP, AG, EL
PCB-Containing Paints	X							AG
Other PCB Wastes	X							LS, AG
Corrosive Aerosols	X							WI, KP, AG, EL
Flammable Aerosols	X							WI, KP, AG, EL
Poison Aerosols	X							WI, KP, AG, EL
Antifreeze					X			WI, DK, LES
Car Batteries					X			KINS, INTER
Fluorescent Bulbs/Compact Fluorescents					X			LIGH
Latex Paints - Loosepack					X			WI, KP, AG, EL
Latex Paints - Bulk					X			WI, KP, AG, EL
Motor Oil/Oil Products					X			WI, DK, LES
Oil Filters					X			WI, FRS
Mercury (Metallic/Mftd)					X			WI, WMMW
Medical Waste	X							AG
Household Batteries - Recycled					X			WI, KINS, BATS
Household Batteries- Landfilled			X					WI, BL, GM
Non-RCRA Solids	X							WI, KP, AG, EL
Photochemicals	X							WI, KP, AG, EL
Rx (Medicines)	X							WI, KP, AG, EL

Propane Cylinders

				X			WI, CYDE
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The TSDFs listed are subject to change. Please see page IV- 43 to 44 for the key to TSDF abbreviations.

Vacuum Truck Service Costs

Please list the type of vacuum truck services your firm provides and identify how those materials are handled.

Material	DI	FI	L	N	RC	RU	S	TS
Motor Oil					X			DK
Antifreeze					X			DK
Oily Water				X	X			WI, DK, LES
Inorganic Corrosives				X				SJ
Wastewaters			X	X				BL, SJ

The TSDFs listed are subject to change.

## ADDITIONAL WASTE TRANSPORTATION INFORMATION

Clean Harbors intends to self-perform the majority of the services provided to the County. Clean Harbors strives to internalize transportation of our customers' waste. The County can typically expect "Transporter 1" on their manifests and bills of lading to be populated with the name "Clean Harbors Environmental Services, Inc."

Name/Address	EPA ID Number	Contact	Phone
<b>Primary Transporter</b>			
Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061	MAD039322250	Rita Powers	(781) 792-5764

Although we have an extensive national transportation network, Clean Harbors must occasionally subcontract portions of long-haul transportation to a third-party transporter. Rest assured that in these instances, only those transporters which have passed our vigorous auditing process will be utilized. Potential third-party transporters are listed below.

It is the Clean Harbors' policy to utilize only those third-party transporters that have been audited and approved by the Clean Harbors' Transportation Compliance Department. Each "approved" vendor will then be periodically re-audited to ensure that the transporter is continuing to operate in an appropriate manner.

### SECONDARY TRANSPORTER LIST

The following list contains information on the proposed secondary transporters who may be utilized to provide services under the program. Clean Harbors reserves the right to modify this list in the future.

Secondary Transporter Names & Addresses	EPA ID Number	Phone
Asbury Environmental Services, Inc. 1300 South Santa Fe Ave, Compton, CA 90221	CAD028277036	(800) 974-4495
R&R Trucking, Inc. 302 Thunder Road, Duenweg, MO 64841	MOR000501973	(417) 623-6885
SLT Express Way Inc. 7138 N 110th Avenue, Glendale, AZ 85307	AZR000508515	(877) 298-2957
Smith Systems Transportation, Inc. 417 9th Ave, Scottsbluff, NE 69361	NED986382133	(800) 884-2597
Triad Transport Inc. 1630 Diesel Ave, McAlester, OK 74502	OKD981588791	(918) 426-4751
Dart Trucking Company, Inc. One American Way, Warren, OH 44484	OHD009865825	(330) 482-7070
MXI/Maumee Express Inc. P.O. Box 278, Somerville, NJ 08876	NJD986607380	(276) 628-1156

California Department of Toxic Substance Control --  
Hazardous Waste Transporter Registration



Matthew Rodriguez  
Secretary for  
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director  
1001 T Street  
P.O. Box 808  
Sacramento, California 95812-0808



Edmund G. Brown Jr.  
Governor

\*\*\*HAZARDOUS WASTE TRANSPORTER REGISTRATION\*\*\*  
HAZARDOUS WASTE OF CONCERN TRANSPORTER

NAME AND ADDRESS OF REGISTERED TRANSPORTER

CLEAN HARBORS ENVIRONMENTAL SERVICES  
P.O. BOX 8148  
NORWELL, MA 02061

TRANSPORTER REGISTRATION NO: 3500

EXPIRATION DATE: APRIL, 26, 2017

THIS IS TO CERTIFY THAT THE FIRM NAMED ABOVE IS DULY REGISTERED TO  
TRANSPORT HAZARDOUS WASTE IN THE STATE OF CALIFORNIA IN  
ACCORDANCE WITH THE PROVISIONS OF CHAPTER 6.5, DIVISION 20 OF THE  
HEALTH AND SAFETY CODE AND TITLE 22 OF THE CALIFORNIA CODE OF  
REGULATIONS, DIVISION 4.5.

THIS REGISTRATION CERTIFICATE MUST BE CARRIED WITH EACH SHIPMENT  
OF HAZARDOUS WASTE.

FOR REGISTRATION INFORMATION, PLEASE CALL (916) 440-7145.

  
\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

APRIL 26, 2016  
\_\_\_\_\_  
(DATE)



***Proposed TSDFs & Abbreviation Key***

	Facility Name and Address	PHONE	Website	EPA ID #
WI	Clean Harbors Wilmington, LLC 1737 E. Denni Street Wilmington, CA 90744	310.835.9998	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	CAD044429835
KP	Clean Harbors Environmental Services, Inc. 2247 South Highway 71 Kimball, NE 69145	308.235.8201	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	NED981723513
AG	Clean Harbors Aragonite, LLC 11600 North Aptus Rd Aragonite, UT 84022	435.884.8351	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	UTD981552177
SJ	Clean Harbors of San Jose, LLC 1021 Berryessa Road San Jose, CA 95133	408.441.0962	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	CAD059494310
LS	Clean Harbors Los Angeles, LLC 5756 Alba Street Los Angeles, CA 90058	323.277.2500	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	CAD050806850
AZ	Clean Harbors Arizona, LLC 1340 W. Lincoln Street Phoenix, AZ 85007	602.462.2315	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	AZD049318009
GM	Clean Harbors Grassy Mountain, LLC P.O. Box 22750 Salt Lake City, UT 84122	435.884.8976	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	UTD991301748
DE	Clean Harbors Deer Park, LLC 2027 Independence Pkwy S. La Porte, TX 77571	281.930.4594	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	TXD055141378
LT	Clean Harbors La Porte, LLC 500 Independence Pkwy S. La Porte, TX 77571	281.884.5512	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	TXD982290140
EL	Clean Harbors El Dorado, LLC 309 American Circle El Dorado, AR 71730	870.864.3692	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	ARDO69748192
BL	Clean Harbors Buttonwillow, LLC 2500 West Lokern Road Buttonwillow, CA 93206	661.762.6200	<a href="http://www.cleanharbors.com">www.cleanharbors.com</a>	CAD980675276
KINS	Kinsbursky Brothers, Inc. 125 East Commercial St, Suite A Anaheim, CA 92801	714.738.8516	<a href="http://www.kinsbursky.com">www.kinsbursky.com</a>	CAD088504881
RETR	Retriev Technologies 8090 Lancaster Newark Rd Baltimore, OH 43105	877.461.2345	<a href="http://www.retrievtech.com/">www.retrievtech.com/</a>	OHR000038513
LIGH	Lighting Resources LLC 805 E Francis Street Ontario, CA 91761	909.923.7252	<a href="http://www.ezontheearth.com">www.ezontheearth.com</a>	None- Recycler

	Facility Name and Address	PHONE	Website	EPA ID #
LAMP	WM-Lamp Tracker 5355 North 51st Ave., Ste 26, Glendale, AZ 85301	484.322.0300	<a href="http://www.wmlamptracker.com">www.wmlamptracker.com</a>	AZD982434185
WMM W	Mercury Waste Solutions Inc. 21211 Durand Ave Union Grove, WI 53182	262.878.2599	<a href="http://www.wmsolutions.com">www.wmsolutions.com</a>	URR000000356
ALLS	All Safe Fire & Security 915 Washington Avenue, North Minneapolis, MN 55401	612.332.3473	<a href="http://www.all-safe.net">www.all-safe.net</a>	MNR000001164
CYDE	Cylinder Depot 5400 G Street Chino, CA 91708	714.744.1036	<a href="http://www.ucepropane.com">www.ucepropane.com</a>	None- Recycler
AAA	AAA Propane 621 Maulhardt Avenue Oxnard, CA 93030	805.988.9688	<a href="http://www.aaapropaneservice.com">www.aaapropaneservice.com</a>	None- Recycler
INTER	Interstate Batteries 693 N Ventura Ave, Ventura, CA 93001	805.641.3200	<a href="http://www.interstatebatteries.com">www.interstatebatteries.com</a>	None- Recycler
FRS	Filter Recycling Services 180 W. Monte Avenue Rialto, CA 92376	800.698.4277	<a href="http://www.filterrecycling.com">www.filterrecycling.com</a>	CAD982444481
DK	DeMenno/Kerdoon 2000 N. Alameda St. Compton, CA 90222	310.537.7100	<a href="http://www.demennokerdoon.com">www.demennokerdoon.com</a>	CATO80013352
BATS	Battery Solutions, Inc. 2618 North Ogden, Ste 105 Mesa, AZ 85215	800.852.8127	<a href="http://www.batterysolutions.com">www.batterysolutions.com</a>	AZRO00504902
LES	Liquid Environmental Services, Inc. 5159 W Van Buren St Phoenix, AZ 85043	866.694.7327	<a href="http://www.liquidenviro.com">www.liquidenviro.com</a>	n/a

**Facilities shown in bold font are the primary receiving TSDFs** Clean Harbors intends to utilize under the contract. Clean Harbors reserves the right to modify the above proposed TSDFs.

Upon acceptance at our receiving TSDF, the inbound manifest will be terminated and Clean Harbors will assume generator status. The waste will be managed at the receiving TSDF, or sent to a final facility on an outbound manifest listing Clean Harbors as the generator.

ATTACHMENT B1  
SCHEDULE OF FEES

Permanent Collection Center/Solid Waste Facility Per Unit Waste Management Costs

If your firm manages wastes other than those listed, please attach costs as a separate sheet.

	Cubic Yard Box	55 Gallon Drum	30 Gallon Drum	5 Gallon Drum	Ave. Cost/Lb.
Flammable Liquids/Solids	683	235	175		
Bulked Flammable Liquids		120			
Oil-Base Paints – Loosepack	375	150			
Oil-Base Paint – Bulk		155			
Poisons (Excluding Aerosols)	600	235	175	105	
Reactives and Explosives			341	165	
Inorganic Acids		235	180	105	
Organic Acids		235	180	105	
Inorganic Base		235	180	105	
Organic Base		235	180	105	
Neutral Oxidizers		260	180	116	
Organic Peroxides			365	165	
Oxidizing Acids		260	180	116	
Oxidizing Base		260	180	116	
PCB-Containing Paint		525	368	160	
Other PCB Wastes		525	368	160	
Corrosive Aerosols	600	235	180	105	
Flammable Aerosols	600	235	180	105	
Poison Aerosols	600	235	180	105	
Antifreeze		135			
Car Batteries		143	100		
Fluorescent Bulbs					\$1.00/lb
Compact Fluorescents		420	294	100	
Latex Paints – Loosepack	280	145	102		
Latex Paints – Bulk		165	116		
Motor Oil/Oil Products		125	100		
Oil Filters		115	90		
Mercury (Element/Compound)		1050	750	350	
Mercury (Manufactured)		1050	750	350	
Medical Waste		302	226	142	
Household Batt. - Recycled					\$0.85/lb
Household Batt. - Landfilled		136	95	65	
Non-RCRA Solids	683	200	140	105	
Photochemicals		228	160	75	
Rx (Medicines)	683	240	175	105	
Propane Cylinders (< 3gal size)		375	265	75	

Permanent Collection Center Supplies

Listed below are supplies frequently needed at the CHWCC. Please indicate the price by quantity for each material. A second column is provided if the material is offered at a second quantity that might better serve the program.

	Price per quantity	Additional price per quantity
Asbestos Bags, Roll	\$54.00	
Vermiculite	\$53.00	
55 Gallon Drum	\$32.00	
55 Gallon Drum Liners	\$1.31	
Visqueen – 8 mil	\$113.00	
Shrink Wrap	\$15.00	
Packing Tape	\$11.00	
Oil Sorb	\$11.60	
Drum Pump	\$54.00	

Vacuum Truck Service Costs

Please list the type of vacuum truck services your firm provides and the cost to service by quantity.

Waste Material	500 Gallon Drum	55 Gallon Drum	1,000 Gallon Oil Trap
Motor Oil-recycle	Case by case	\$125 drum	Case by case
		Require 10 drums	
		Min for vac truck	

Permanent Collection Center Contract Labor

Contract labor should be capable of collecting, sorting, inspecting, identifying, and packaging hazardous waste. Only personnel adequately trained in accordance with applicable laws and regulations will be acceptable.

Personnel cost per hour Field Supervisor \$47/hr, Chemist \$44/hr,  
Technician \$42/hr

Transportation charge Stop Fee (pick-up volume less than 10 drums): \$210

Any additional information:



Temporary Collection Events

If your firm manages wastes other than those listed, please attach costs as a separate sheet.

	Cubic Yard Box	55 Gallon Drum	30 Gallon Drum	5 Gallon Drum	Ave. Cost/Lb.
CRTs					No charge
Non-Covered Elec. Devices					\$0.10/lb
Flammable Liquids/Solids	683	235	175		
Bulked Flammable Liquids		120			
Oil-Base Paints – Loosepack	375	150			
Oil-Base Paint – Bulk		155			
Poisons (Excluding Aerosols)	600	235	175	105	
Reactives and Explosives			341	165	
Inorganic Acids		235	180	105	
Organic Acids		235	180	105	
Inorganic Base		235	180	105	
Organic Base		235	180	105	
Neutral Oxidizers		260	180	116	
Organic Peroxides			365	165	
Oxidizing Acids		260	180	116	
Oxidizing Base		260	180	116	
PCB-Containing Paint		525	368	160	
Other PCB Wastes		525	368	160	
Corrosive Aerosols	600	235	180	105	600
Flammable Aerosols	600	235	180	105	600
Poison Aerosols	600	235	180	105	600
Antifreeze		135			
Car Batteries		143	100		
Fluorescent Bulbs					\$1.00/lb
Compact Fluorescents		420	294	100	
Latex Paints – Loosepack	280	145	102		
Latex Paints – Bulk		165	116		
Motor Oil/Oil Products		125	100		
Oil Filters		115	90		
Mercury (Element/Compound)		1050	750	350	
Mercury (Manufactured)		1050	750	350	
Medical Waste		302	226	142	
Household Batt. - Recycled					\$0.85/lb
Household Batt. - Landfilled		136	95	65	
Non-RCRA Solids	683	200	140	105	
Photochemicals		228	160	75	
Rx (Medicines)	683	240	175	105	
Propane Cylinders (< 3gal size)		375	265	75	

Other Temporary Collection Event Costs

Please include all other costs associated with the services required as listed under Section 3.1 D Temporary Collection Events of this RFP.

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Temporary Collection Center Mobilization/Labor

Mobilization Costs

0-100 cars	\$4,000
101-200 cars	\$6,275
201-300 cars	\$8,800
301-400 cars	\$10,750
401-500 cars	\$13,000

Mobilization costs include mobilization equipment, supplies and all labor associated with performing collection event.

## ADDITIONAL COSTS FOR SERVICES

### ADDITIONAL WASTE STREAM COSTS

The following costs for additional waste streams we can accept apply to both the permanent and temporary events.

	Cubic Yard Box	55 Gallon Drum	30 Gallon Drum	5 Gallon Drum	Cost other
Propane cylinders (small & medium size)					\$15 each cylinder
Fire Extinguishers					\$5 each cylinder
Fertilizers		\$360	\$250	\$115	
PCB Ballasts for reclaim		\$375	\$260	\$115	
Asbestos	\$425	\$180	\$257	\$54	
Lithium Batteries				\$142	
Sharps		\$275	\$206	\$105	
Empty Drums		\$32	\$27	\$20	
Liquid/ Sludge Waste- Landfill		\$200	\$140	\$60	
Isocyanates			\$325	\$140	
Bulked corrosives-Incineration		\$261	\$183	\$85	