

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 office at 880 West Verdulera Street, Camarillo, CA 93010 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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. Gina Blankenship at phone number (661) 587-0021 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Leslie Wells
Resource Recovery & Waste Management
130 East Victoria Street
Santa Barbara, CA 93101

To CONTRACTOR: Gina Blankenship
Clean Harbors Environmental Services, Inc.
4650 Rosedale Lane
Bakersfield, CA 93314

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. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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, 2012 and end performance upon completion, but no later than June 30, 2015 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** 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.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. 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.

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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

~~11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.~~

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. 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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR ~~for service 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 effect any right or remedy which COUNTY may have in law or equity.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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.

18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **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.

COUNTY OF SANTA BARBARA

By: _____
Doreen Farr, Chair
Board of Supervisors

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR:

By: _____
Deputy Clerk of the Board

By: Scott McFoll
Tax ID Number: 04-2698999

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: [Signature]
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: [Signature]
Risk Manager

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, the US Department of Transportation, the State Department of Toxic Substances Control, and the California Highway Patrol.

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

A. Servicing permanent collection center and other solid waste facilities

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. due to facility storage constraints.~~

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

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 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 Department of Environmental Protection, Division of Toxic Substances Control, 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 setup with chairs, tables and coolers for water and other drinks. A hospital route map will be posted in the decon 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 Department of Transportation (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.

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 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 household hazardous waste 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).

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. Department of Transportation, 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 the California Department of Resources Recycling and Recovery (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 \$1,393,118, estimated at \$501,451 for year one, \$439,245 for year two, and \$452,422 for year three. There is no CPI scheduled for the three-year term of the contract. However, 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 re-negotiate pricing.
- 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, expenses, overhead charges and hourly rates for personnel, 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 or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY 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 or claims for satisfactory work within 30 days of presentation.
- 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

1. Indemnification – CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its authorized officers, employees, agents and volunteers from and against any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person 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. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of California Civil Code Section 2782. CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. This Indemnification provision shall survive any expiration or termination of this Agreement.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability and Automobile Liability policies, shall contain endorsements naming COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for COUNTY to vicarious liability but shall allow coverage for COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights – CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. CONTRACTOR hereby waives all rights of subrogation against COUNTY.

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.

5. Severability of Interests – CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONTRACTOR and COUNTY or between COUNTY and any other insured or additional insured under the policy.

6. Proof of Coverage – CONTRACTOR shall furnish Certificates of Insurance to the COUNTY Department administering the Agreement evidencing the insurance coverage, including Additional Insured Endorsements, as required, prior to the commencement of performance of services hereunder and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services.

Should any of the above policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with policy provisions

7. Acceptability of Insurance Carrier – 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. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

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 cancel the Agreement.

10. Insurance Review – Insurance requirements are subject to periodic review by COUNTY. The Risk Manager or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, if the Division of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to COUNTY's risk.

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.

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.

11. Insurance Specifications – CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. ~~If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.~~ The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

A. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with one million dollar (\$1,000,000) limits covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.

If CONTRACTOR has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to CONTRACTORS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

B. Commercial/General Liability Insurance – CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence and a four million dollar (\$4,000,000) general aggregate limit.

C. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

D. Contractor Pollution Liability – The pollution liability insurance shall cover claims for injuries to persons or damage to property plus clean-up costs which may arise from or in connection with the performance of the work herein and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. Such insurance shall be on an occurrence basis, if available, or if on a claims made basis, such insurance shall be maintained for a minimum of five years after contract completion. The limit of liability of said policy for pollution liability insurance shall not be less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

E. Transportation Pollution Liability – The transportation pollution liability insurance shall cover claims for injuries to persons or damage to property plus clean-up costs associated with the transportation of hazardous waste. Such insurance shall be on an occurrence basis, if available, or if on a claims made basis, such insurance shall be maintained for a minimum of five years after contract completion. The limit of liability of said policy for pollution liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

F. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability. An Additional Insured Endorsement shall be provided on the Umbrella policy as it relates to the primary policies requiring an Additional Insured Endorsement.

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 Environmental Services, Inc., a fully licensed and permitted hazardous waste transporter, will transport the wastes. A copy of our Waste Transporter Registration is attached. A summary of state and federal transportation licenses and permits is included at Tab 3, as well as copies of key permits. In the event we find it necessary to utilize subcontractors, we have a good relationship with the following transporters and ensure the quality of their service:

Smith Systems Transportation, Inc. EPA #NED986382133 DOT ID #472690

P.O. Box 2455, Scottsbluff, NE 69363-1442 Contact: Mike Bayne (308) 632-5148

TRIAD Transport, Inc. EPA #OKD981588791 DOT ID #285929

P.O. Box 818, McAlester, OK 74502 Contact: Serna Bishop (918) 426-4751

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.



Linda S. Adams
Acting Secretary for
Environmental Protection



Department of Toxic Substances Control

Leonard E. Robinson
Acting Director
8800 Cal Center Drive
Sacramento, California 95826-3200



Edmund G. Brown Jr.
Governor

HAZARDOUS WASTE TRANSPORTER REGISTRATION
HAZARDOUS WASTE OF CONCERN TRANSPORTER

NAME AND ADDRESS OF REGISTERED TRANSPORTER

CLEAN HARBORS ENVIRONMENTAL SERVICES INC.
P.O. BOX 9149
NORWELL, MA 02061

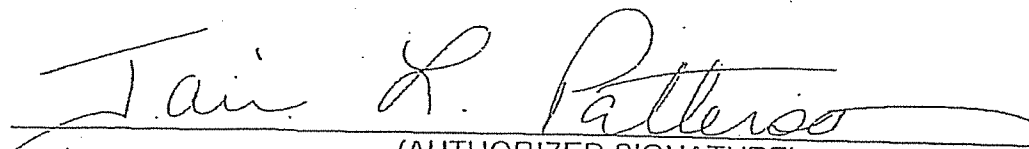
TRANSPORTER REGISTRATION NO: 3500

EXPIRATION DATE: APRIL 30, 2012

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)

APR 28 2011

(DATE)

Waste Treatment Methods

Flammable Liquids/Solids
 Bulked flammable Liquids
 Oil-Base Paints - Loosepack
 Oil-Base Paints - Bulk
 Poisons (Excluding Aerosols)
 Reactives and Explosives
 Inorganic Acids
 Organic Acids
 Inorganic Base
 Organic Base
 Neutral Oxidizers
 Organic Peroxides
 Oxidizing Acids
 Oxidizing Base
 PCB-Containing Paints
 Other PCB Wastes
 Corrosive Aerosols
 Flammable Aerosols
 Poison Aerosols
 Antifreeze
 Car Batteries
 Fluorescent Bulbs/Compact Fluorescents
 Latex Paints - Loosepack
 Latex Paints - Bulk
 Motor Oil/Oil Products
 Oil Filters
 Mercury (Metallic/Mftd)
 Medical Waste
 Household Batteries - Recycled
 Household Batteries - Landfilled
 Non-RCRA Solids
 Photochemicals
 Rx (Medicines)
 Propane Cylinders

DI	FI	L	N	RC	RU	S	TSDF
x							Clean Harbors Kimball, Aragonite, El Dorado
	x						Clean Harbors Kimball, Aragonite, El Dorado
	x						Clean Harbors Kimball, Aragonite, El Dorado
	x						Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
				x			Evergreen, DeMenno Kerdoon
				x			Kinsbursky Brothers, Interstate Battery
				x			Clean Harbors El Dorado
				x			Amazon Environmental
				x			Amazon Environmental
				x			Evergreen, DeMenno Kerdoon
				x			Filter Recycling Service
				x			WH Mercury Waste
x							Clean Harbors Aragonite
				x			Kinsbursky Brothers (RBRC)
		x					Clean Harbors Buttonwillow, Grassy Mountain
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
x							Clean Harbors Kimball, Aragonite, El Dorado
				x			AAA Propane

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	TSDf
Motor Oil					X			Evergreen, DeMenno Kerdoon
Antifreeze					X			Evergreen, DeMenno Kerdoon
Oily Water				X	X			Evergreen, DeMenno Kerdoon
Inorganic Corrosives				X				Clean Harbors San Jose
Wastewater			X	X				Clean Harbors San Jose, Buckonwillow

ATTACHMENT B1
Cost for Services

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/Solid	\$650.00	\$225.00	\$168.00		
Bulked Flammable Liquids		\$125.00			
Oil-Base Paints – Loosepack	\$450.00	\$175.00			
Oil-Base Paint – Bulk		\$150.00			
Poisons (Excluding Aerosols)	\$650.00	\$225.00	\$168.00	\$100.00	
Reactives and Explosives			\$325.00	\$135.00	
Inorganic Acids		\$225.00	\$168.00	\$100.00	
Organic Acids		\$225.00	\$168.00	\$100.00	
Inorganic Base		\$225.00	\$168.00	\$100.00	
Organic Base		\$225.00	\$168.00	\$100.00	
Neutral Oxidizers		\$250.00	\$200.00	\$110.00	
Organic Peroxides			\$325.00	\$135.00	
Oxidizing Acids			\$200.00	\$110.00	
Oxidizing Base			\$200.00	\$110.00	
PCB-Containing Paint		\$450.00			
Other PCB Wastes		\$500.00			
Corrosive Aerosols	\$650.00	\$225.00	\$168.00	\$100.00	
Flammable Aerosols	\$650.00	\$225.00	\$168.00	\$100.00	
Poison Aerosols	\$650.00	\$225.00	\$168.00	\$100.00	
Antifreeze		\$150.00			
Car Batteries					\$0.00
Fluorescent Bulbs		\$400.00	\$300.00	\$55.00	\$0.17
Compact Fluorescents		\$400.00			
Latex Paints – Loosepack	\$295.00	\$155.00	\$125.00		
Latex Paints – Bulk		\$155.00			
Motor Oil/Oil Products		\$130.00			
Oil Filters		\$110.00			
Mercury (Element/Compound)			\$715.00	\$245.00	
Mercury (Manufactured)			\$715.00	\$245.00	
Medical Waste			\$215.00	\$135.00	
Household Batt. - Recycled					\$0.85
Household Batt. - Landfilled					\$0.37
Non-RCRA Solids	\$650.00	\$225.00	\$168.00	\$100.00	
Photochemicals		\$217.00			
Rx (Medicines)		\$217.00	\$195.00	\$108.00	
Propane Cylinders		\$600.00	\$450.00		\$15.00
Asbestos	\$495.00	\$215.00			

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
Used Oil		\$130.00	
Condensate Water		\$249.00	
Oil Trap Waste		\$325.00	

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	<u>Technician \$40.00/hour</u>
	<u>Chemist \$42.00/hour</u>
	<u>Supervisor \$45.00/hour</u>
Transportation charge	<u>\$200 stop fee, less than 10 drums</u>

Any additional information:

Permanent Collection Center Supplies

Listed below are supplies frequently needed at the CHWCC and the two transfer stations. 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	\$51.30 per roll	
Vermiculite	\$30.00 per bag	
55 Gallon Drum	Included in Disposal	
55 Gallon Drum Liners	\$125.00 per roll	
Visqueen - 8 mil	\$107.75 per roll	
Shrink Wrap	\$14.35 per roll	
Packing Tape	\$2.75 per roll	
Oil Sorb	\$10.50 per bag	
Drum Pump	\$11.00 each	
Absorbant Pad	\$50.00 per bale	

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 (SB20 eligible)					\$0.00
Non-Covered Elec. Devices					\$0.10
Flammable Liquids/Solid	\$650.00	\$225.00	\$168.00		
Bulked Flammable Liquids		\$125.00			
Oil-Base Paints - Loosepack	\$450.00	\$175.00			
Oil-Base Paint - Bulk		\$150.00			
Poisons (Excluding Aerosols)	\$650.00	\$225.00	\$168.00	\$100.00	
Reactives and Explosives			\$325.00	\$135.00	
Inorganic Acids		\$225.00	\$168.00	\$100.00	
Organic Acids		\$225.00	\$168.00	\$100.00	
Inorganic Base		\$225.00	\$168.00	\$100.00	
Organic Base		\$225.00	\$168.00	\$100.00	
Neutral Oxidizers		\$250.00	\$200.00	\$110.00	
Organic Peroxides			\$325.00	\$135.00	
Oxidizing Acids			\$200.00	\$110.00	
Oxidizing Base			\$200.00	\$110.00	
PCB-Containing Paint		\$450.00			
Other PCB Wastes		\$500.00			
Corrosive Aerosols	\$650.00	\$225.00	\$168.00	\$100.00	
Flammable Aerosols	\$650.00	\$225.00	\$168.00	\$100.00	
Poison Aerosols	\$650.00	\$225.00	\$168.00	\$100.00	
Antifreeze		\$150.00			
Car Batteries					\$0.00
Fluorescent Bulbs		\$400.00	\$300.00	\$55.00	\$0.17
Compact Fluorescents		\$400.00			
Latex Paints - Loosepack	\$295.00	\$155.00	\$125.00		
Latex Paints - Bulk		\$155.00			
Motor Oil/Oil Products		\$130.00			
Oil Filters		\$110.00			
Mercury (Element/Compound)			\$715.00	\$245.00	
Mercury (Manufactured)			\$715.00	\$245.00	
Medical Waste			\$215.00	\$135.00	
Household Batt. - Recycled					\$0.85
Household Batt. - Landfilled					\$0.37
Non-RCRA Solids	\$650.00	\$225.00	\$168.00	\$100.00	
Photochemicals		\$217.00			
Rx (Medicines)		\$217.00	\$195.00	\$108.00	
Propane Cylinders		\$600.00	\$450.00		\$15.00

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.

Mobilization Costs:	0-100 cars	\$3,500
	101-200 cars	\$5,425
	201-300 cars	\$7,625
	301-400 cars	\$9,775
	401-500 cars	\$11,850