

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 Robinson at phone number (805) 882-3615 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 Robinson 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, 2022 and end performance upon completion, but no later than June 30, 2025 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

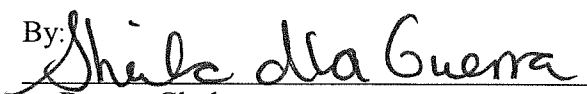
In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

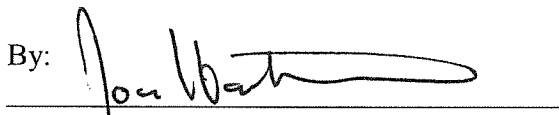
Agreement for Services of Independent Contractor between the **County of Santa Barbara and Clean Harbors Environmental Services, Inc.**

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

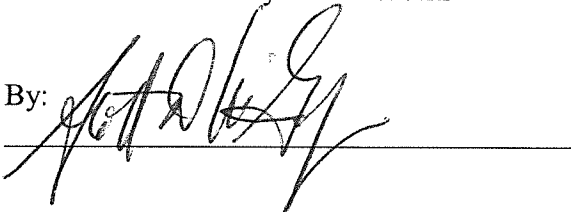
COUNTY OF SANTA BARBARA:
Joan Hartmann, Chair
Board of Supervisors

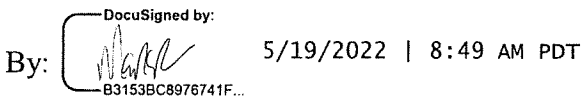
By: 
Deputy Clerk

By: 

RECOMMENDED FOR APPROVAL:
Scott D. McGolpin, Director
Santa Barbara County Public Works

CONTRACTOR:
Clean Harbors Environmental Services, Inc.

By: 


By:  5/19/2022 | 8:49 AM PDT
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Name: Marc McReynolds

Title: Regional Senior Vice President

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Johannah Hartley
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:
Gregory Milligan, ARM
Risk Manager


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, Lab-Pak boxes, 55 gallon drum liners, 6-8 mil visqueen, shrink wrap, packing tape, oil sorb, drum pumps, etc., as requested and paid for by County. Supplies will be invoiced separately from transportation and disposal rates. Contractor shall use Lab-Pak boxes whenever possible to maximize efficiency and reduce costs.

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, Lab-Pak boxes, 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 Lab-Pak box, 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 in appropriate containers, using Lab-Pak boxes whenever possible, 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 or Lab-Pak box, the drum or box will be closed, labeled, and staged for transportation. DOT-approved containers that will be used include Lab-Pak boxes, 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 11G/Y cubic yard boxes.

10. Container Labeling

As a container is closed, it will be weighed and properly labeled for shipment. Labeling and marking will include all required DOT hazard labels and hazardous waste labels with all required markings.

11. Manifesting

Each container is weighed prior to manifesting and transportation. As each container of waste is closed and weighed, it is issued a unique container number that is written on the container and entered onto a master drum list. The master drum/container list is used for recording each container by size, type and weight as it is being staged for truck loading. This list is then used as the containers are loaded on the truck to ensure a proper container count. Following truck loading, the master drum/container 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.

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

ATTACHMENT A1

Waste Treatment Methods

	DI	FI	L	N	RC	RU	S	TSDf	CH WCC
Flammable Liquids/Solids	X							WI, KP, AG, EL, DE	LFB1 /LPTN
Bulked flammable Liquids		X						WI, KP, AG, EL, DE	FB1
Oil-Base Paints - Loosepack		X						WI, KP, AG, EL, DE	LPTP/LPTN
Oil-Base Paints – Bulk		X						WI, KP, AG, EL, DE	FB2
Poisons (Excluding Aerosols)	X							WI, KP, AG, EL, DE	LCCRC/D
Fertilizers	X							WI, KP, AG, EL, DE	LCCRO or B290
Corrosives for Incineration- Bulk	X							WI, KP, AG, EL, DE	CCRC
Reactives and Explosives	X							WI, KP, AG, EL, DE	LRCT
Isocyanates								WI, KP, AG, EL, DE	CCC
Inorganic Acids	X							WI, KP, AG, EL, DE	LCCRA
Organic Acids	X							WI, KP, AG, EL, DE	LCCRA
Inorganic Base	X							WI, KP, AG, EL, DE	LCCRB
Organic Base	X							WI, KP, AG, EL, DE	LCCRB
Neutral Oxidizers	X							WI, KP, AG, EL, DE	LCCRO
Organic Peroxides	X							WI, KP, AG, EL, DE	LRCTO
Oxidizing Acids	X							WI, KP, AG, EL, DE	LCCRO
Oxidizing Base	X							WI, KP, AG, EL, DE	LCCRO
Chromic Acid Solution	X							WI, KP, AG, EL, DE	A99DB
PCB-Containing Paint	X							AG	CHBI/SI
PCB Ballasts for Reclaim Or Incineration	X				X			AG or VEOL	CHSI or CHBD
Other PCB Wastes	X							LS, AG	CHBI/SI/BL
Corrosive Aerosols	X							WI, KP, AG, EL, DE	LCCRQ
Flammable Aerosols	X							WI, KP, AG, EL, DE	LCCRQ
Poison Aerosols	X							WI, KP, AG, EL, DE	LCCRQ
Asbestos			X					WI, BL, GM	CNIA
Antifreeze					X			WI, DK, LES	B35
Car Batteries					X			KINS, INTER	LBLA
Lead Acid Batteries					X			KINS, INTER, BATS	LBLA
Lithium Batteries					X			KINS, RETR	LBBGB
Fluorescent Bulbs/Compact Fluorescents					X			LIGH, EL	CFL1, CFL8
Latex Paints – Loosepack					X			WI, KP, AG, EL, DE	LFB3R/LPTN
Latex Paints - Bulk					X			WI, KP, AG, EL, DE	FB3R/FB3
Motor Oil/Oil Products					X			WI, DK, LES	A31
Oil Filters					X			WI, THE	COF
Mercury (Metallic/Mftd)			X	X	X			WI, BETH, VEOL	CHG-2
Medical Waste	X							AG	D20

ATTACHMENT A1

Sharps (incinerated)	X					AG	D20X
Household Batteries - Recycled				X		WI, KINS, BATS	LBD1
Household Batteries-Landfilled			X			WI, BL, GM	CBP
Liquid / Sludge Waste - Landfill			X			WI, BL, GM	CBPS
Non-RCRA Solids	X					WI, KP, AG, EL, DE	LCCRN
Non-RCRA Liquids	X					WI, KP, AG, EL, DE	LCCRN
Photochemicals	X					WI, KP, AG, EL, DE	A22K
Rx (Medicines)	X					WI, KP, AG, EL, DE	RXNH
Cathode Ray Tubes (CRTs)				X		ERI	ECEW
Consumer Electronic Devices				X		ERI	EEE
Fire Extinguishers				X		WI, BL, LT, ALLS	LCY2
Smoke Detectors				X		CUR	n/a-curie
Propane Cylinders (<3gal Size)				X		WI, LT, ALLS	LCY1
Propane Cylinders (>3gal Size)				X		AAA, WI, LT, ALLS	LCY1/CYSM or CYME

Additional Streams

Fusee	X					WI, KP, AG, EL, DE	LRCTD
Lighters-small compressed gas cartridges	X					WI, KP, AG, EL, DE	LRCTQ
Miscellaneous bulbs				X		WI, LIGH, EL	CFL3 to CFL7
Sharps for Autoclave				Other		SKSA	D20AC

The TSDFs listed are subject to change. Please see Section IV, pages 39 to 40, of the company's proposal for the key to TSDF abbreviations.

ATTACHMENT A1

Vacuum Truck Service

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	CH WCC
Motor Oil					X			DK	A31
Antifreeze					X			DK	B35
Oily Water				X	X			WI, DK, LES	A32
Inorganic Corrosives				X				SJ	Varies
Wastewaters			X	X				BL, SJ	Varies

The TSDfS listed are subject to change. Please see Section IV, pages 39 to 40, of the company's proposal for the key to TSDf abbreviations.

ATTACHMENT A1

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 its 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
Primary Transporter			
Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061	MAD039322250	Colleen Costello	(781) 792-5000

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

It is 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
Safety-Kleen Systems, Inc. (a Clean Harbors subsidiary) 2600 N. Central Expressway Ste 400 Richardson, TX 75080	TXR000081205	(781) 792-5764
Action Resources, Inc. 355 County Road, Hanceville, AL 35077	ALR000007237	(205) 271-4460
MXI/Maumee Express Inc. 297 Zimmerman Lane, P.O. Box 278, Somerville, NJ 08876	NJD986607380	(276) 628-1156
Remedial Transportation Services, Inc (RTS) 19075 Transport Lane, Shafter, CA 93263	CAR000181560	(661) 746-1132
R&R Trucking, Inc. 302 Thunder Road, Duenweg, MO 64841	MOR000501973	(417) 623-6885
Rust & Sons Trucking, Inc. 15353 Olde Highway 80, El Cajon, CA 92021	CAR000187922	(800) 444-6193
SLT Express Way Inc. 7138 N 110th Avenue, Glendale, AZ 85307	AZR000508515	(877) 298-2957

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Smith Systems Transportation, Inc. 417 9th Ave, Scottsbluff, NE 69361	NED986382133	(800) 884-2597
Steve Forler Trucking Inc 1843 Broadway Ave Suite 103, Boise, ID 83706	IDR000205625	(208) 342-2145
Triad Transport Inc. 1630 Diesel Ave, McAlester, OK 74502	OKD981588791	(918) 426-4751

This list of secondary transporters is subject to change.

ATTACHMENT A1

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



Jared Blumenfeld
Secretary for
Environmental Protection



Department of Toxic Substances Control

Meredith Williams, Ph.D.
Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Gavin Newsom
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

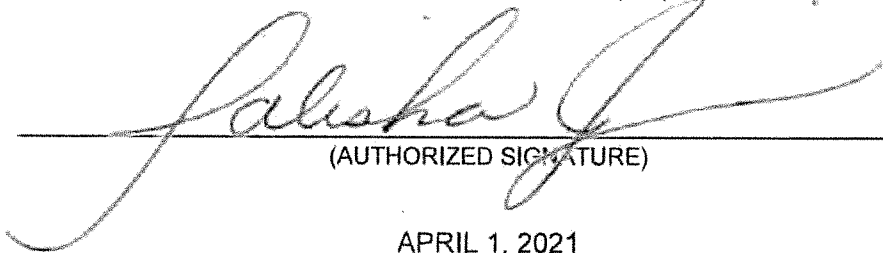
TRANSPORTER REGISTRATION NO: 3500

EXPIRATION DATE: APRIL 30, 2022

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 1, 2021

(DATE)

ATTACHMENT A1

Proposed TSDFs & Abbreviation Key

Facilities shown in bold font are the primary receiving TSDFs Clean Harbors intends to utilize under the contract. Upon acceptance at its receiving TSDF, the inbound manifest will be terminated and Clean Harbors will assume generator status. Waste will be managed at the receiving TSDF, or sent to a final facility on an outbound manifest listing Clean Harbors as the generator.

	Facility Name and Address	PHONE	Website	
WI	Clean Harbors Wilmington, LLC 1737 E. Denni Street Wilmington, CA 90744	310.835.9998	www.cleanharbors.com	CADO44429835
KP	Clean Harbors Environmental Services, Inc. 2247 South Highway 71 Kimball, NE 69145	308.235.8201	www.cleanharbors.com	NED981723513
AG	Clean Harbors Aragonite, LLC 11600 North Aptus Rd Aragonite, UT 84022	435.884.8351	www.cleanharbors.com	UTD981552177
SJ	Clean Harbors of San Jose, LLC 1021 Berryessa Road San Jose, CA 95133	408.441.0962	www.cleanharbors.com	CAD059494310
AZ	Clean Harbors Arizona, LLC 1340 W. Lincoln Street Phoenix, AZ 85007	602.462.2315	www.cleanharbors.com	AZD049318009
GM	Clean Harbors Grassy Mountain, LLC P.O. Box 22750 Salt Lake City, UT 84122	435.884.8976	www.cleanharbors.com	UTD991301748
DE	Clean Harbors Deer Park, LLC 2027 Independence Pkwy S. La Porte, TX 77571	281.930.4594	www.cleanharbors.com	TXD055141378
LT	Clean Harbors La Porte, LLC 500 Independence Pkwy S. La Porte, TX 77571	281.884.5512	www.cleanharbors.com	TXD982290140
EL	Clean Harbors El Dorado, LLC 309 American Circle El Dorado, AR 71730	870.864.3692	www.cleanharbors.com	ARD069748192
BL	Clean Harbors Buttonwillow, LLC 2500 West Lokern Road Buttonwillow, CA 93206	661.762.6200	www.cleanharbors.com	CAD980675276
SKSA	Safety-Kleen Systems, Inc. (A Clean Harbors company) 2170 South Yale Street Santa Ana, CA 92704	714.429.4356	www.safety-kleen.com	CAT000613976
THE	Thermo Fluids Inc. (A Clean Harbors company) 4301 W Jefferson Street Phoenix AZ 85043	800 350 7565	www.thermofluids.com	AZR000003681

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	Facility Name and Address	PHONE	Website	EPA ID #
KINS	Kinsbursky Brothers, Inc. 125 East Commercial St, Suite A Anaheim, CA 92801	714.738.8516	www.kinsbursky.com	CAD088504881
RETR	Retriev Technologies 8090 Lancaster Newark Rd Ballimore, OH 43105	877.461.2345	www.retrievtech.com/	OHR000038513
LIGH	Lighting Resources LLC 805 E Francis Street Ontario, CA 91761	909.923.7252	www.ezontheearth.com	None- Recycler
LAMP	WM-Lamp Tracker 5355 North 51st Ave., Ste 26, Glendale, AZ 85301	484.322.0300	www.wmlamptracker.com	AZD982434185
ALLS	All Safe Fire & Security 915 Washington Avenue, North Minneapolis, MN 55401	612.332.3473	www.all-safe.net	MNR000001164
AAA	AAA Propane 621 Maulhardt Avenue Oxnard, CA 93030	805.988.9688	www.aaapropaneservice.com	None- Recycler
AMA	Amazon Environmental 779 Palmyrita Ave, Riverside, CA 92507	951.300-1900	https://amazonpaint.com	CAL000262917
BATS	Battery Solutions, Inc. 2618 North Ogden, Ste 105 Mesa, AZ 85215	800.852.8127	www.batterysolutions.com	AZR000504902
BETH	Bethlehem Apparatus 935 Bethlehem Drive, Bethlehem, PA 18017	610.838.7034	www.bethlehemapparatus.com	PA0000453084
CUR	Curie Environmental Services 4020 Vassar Dr NE Suite D Albuquerque, NM 87107	505.888.9392	www.CurieServices.com	None- Recycler
DK	DeMenno/Kerdoon 2000 N. Alameda St. Compton, CA 90222	310.537.7100	www.demennokerdoon.com	CAT080013352
ERI	Electronics Recyclers International (ERI) 2860 S. East Ave Fresno, CA 93725	559.442-3960	https://eridirect.com/	CAD000293898
INTER	Interstate Batteries 693 N Ventura Ave, Ventura, CA 93001	805.641.3200	www.interstatebatteries.com	None- Recycler
LES	Liquid Environmental Services, Inc. 5159 W Van Buren St Phoenix, AZ 85043	866.694.7327	www.liquidenviro.com	n/a
VEOL	Veolia Environmental Services 5736 West Jefferson Phoenix, AZ 85043	602.415.3039	www.veolianorthamerica.com	AZ0000337360

Clean Harbors reserves the right to modify the above proposed TSDFs.

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 \$1,787,878, estimated at \$556,122 for year one, \$595,051 for year two, and \$636,705 for year three. The COUNTY acknowledges that the supplies rates in Attachment B1, Schedule of Fees, will be subject to review and adjustment on a quarterly basis due to the global supply chain crisis, and as this is a non-exclusive agreement, the COUNTY may acquire these supplies elsewhere. CONTRACTOR'S quarterly reviews will occur at the beginning of each quarter (January 1st, April 1st, July 1st, and October 1st) with the first review for this agreement occurring on October 1, 2022. During each quarterly review, CONTRACTOR will evaluate supply costs, and CONTRACTOR's suggested retail price (SRP) sell rates will be adjusted for any and all items where CONTRACTOR's costs have cumulatively changed more than 10% since the last SRP rate update. The SRP sell rate adjustments will be linear to the cost changes.

CONTRACTOR shall notify the COUNTY of any pricing changes at least 15 days prior to the changes being implemented and shall provide back-up documentation to substantiate any change in pricing. When rate adjustments are necessary, written notification will be provided to the COUNTY by the 10th day of each quarter. The new effective SRP supply rates will be effective on the 1st day of the next month. For example, if written notice of a rate change is provided on October 10, 2022, the new rates will be effective on November 1, 2022.

The disposal rates in Attachment B1, Schedule of Fees, shall be firm for the first 12 months of this contract and will be adjusted as of the first anniversary of the contract execution date and each year thereafter, to reflect the annual percent change in the Consumer Price Index West Region (CPI-U). The 12-month annual percent change to the CPI-U, all items index, not seasonally adjusted, will be the value published by the Bureau of Labor Statistics, U.S. Department of Labor, for the West Region in March of each year for the preceding March to February time period.

B. Additional work or goods may be authorized by written approval from the COUNTY's designated representative as identified in Section 1 of the Agreement. CONTRACTOR will only commence additional work or provide additional goods upon the advance written authorization of COUNTY and in accordance with the terms of this Agreement. The total amount of this contingency fund is 10% of the Agreement amount, or \$178,788.

C. 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.

D. 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.

E. 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.

ATTACHMENT B1

SCHEDULE OF FEES

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

	Cubic Yard Box	55 Gallon Drum	30 Gallon Drum	5 Gallon Drum	Ave. Cost/Lb.
1a Flammable Liquids		201.00	177.00	105.00	
1b Flammable Solids	682.00	219.00	177.00	105.00	
2 Bulked Flammable Liquids		100.00			
3 Oil-Base Paints – Loosepack	682.00	219.00	177.00		
4 Oil-Base Paint – Bulk		120.00			
5 Poisons (Excluding Aerosols)	600.00	201.00	180.00	105.00	
6 Fertilizers		280.00	210.00	118.00	
7 Corrosives for Incineration- Bulk			285.00	115.00	
8 Reactives and Explosives				135.00	
9 Isocyanates			324.00	140.00	
10 Inorganic Acids		201.00	180.00	105.00	
11 Organic Acids		201.00	180.00	105.00	
12 Inorganic Base		201.00	180.00	105.00	
13 Organic Base		201.00	180.00	105.00	
14 Neutral Oxidizers		260.00	180.00	118.00	
15 Organic Peroxides				135.00	
16 Oxidizing Acids		260.00	180.00	118.00	
17 Oxidizing Base		260.00	180.00	118.00	
18 Chromic Acid Solution			465.00	186.00	
19 PCB-Containing Paint		524.00	386.00	160.00	
20 PCB Ballasts for Reclaim		524.00	386.00	160.00	
21 Other PCB Wastes		524.00	386.00	160.00	
22 Corrosive Aerosols	600.00	201.00	180.00	105.00	
23 Flammable Aerosols	600.00	201.00	180.00	105.00	
24 Poison Aerosols	600.00	201.00	180.00	105.00	
25 Asbestos	400.00	150.00	135.00	75.00	
26 Antifreeze		135.00			
27 Car Batteries					No charge
28 Lead Acid Batteries			100.00		
29 Lithium Batteries				142.00	
30 Fluorescent Bulbs					1.00 /lb
31 Compact Fluorescents					2.50 /lb
32 Latex Paints – Loosepack	682.00	219.00	177.00		
33 Latex Paints – Bulk		238.00	179.00		
34 Motor Oil/Oil Products		125.00	100.00		
35 Oil Filters		115.00	90.00		

ATTACHMENT B1

36	Mercury (Element/Compound)	2,000.00	1,500.00	450.00	
37	Mercury (Manufactured)			450.00	
38	Medical Waste	301.00	225.00	100.00	
39	Sharps	301.00	225.00	100.00	
40	Household Batt. - Recycled				0.85 /lb
41	Household Batt. - Landfilled	200.00	150.00	75.00	
42	Liquid/Sludge Waste -Landfill	210.00	157.00	75.00	
43	Non-RCRA Solids	600.00	225.00	180.00	105.00
44	Non-RCRA Liquids		225.00	180.00	105.00
45	Photochemicals		227.00	170.00	75.00
46	Rx (Medicines)		255.00	185.00	110.00
47	Cathode Ray Tubes (CRTs)				No charge
48	Consumer Electronic Devices				0.29 /lb
49	Fire Extinguishers	Other: \$5 per lecture size cylinder and \$16 per small or medium size cylinder			
50	Smoke Detectors	Other: Cost + 15% if via CH			
51	Propane Cylinders (< 3gal size)	Other: \$5 per lecture size cylinder			
52	Propane Cylinders (>3gal Size)	Other: \$16 per small or medium size cylinder			

Notes/Comments

Item # Note Comment

- 3 & 4 No Charge if acceptable into Paintcare
- 8 \$275/16 gallon drum
- 18 \$372/20g. Rate for profile CH240862 (Chromic Acid Solution with Ammonium Persulfate)
- 20 for reclaim or incineration
- 27 For Intact non leaking Auto batteries
- 28 rate for Non-Auto batteries
- 29 rate per 5 gal Big Green Box, includes lithium & mercury batteries
- 32 No Charge if acceptable into Paintcare
- 33 No Charge if acceptable into Paintcare
- 34 \$784 per tote up to 350 gallons
- 47 No Charge. Rate contingent upon continuation of CEW Recycling Program and CalRecycle payment to recyclers.
- 49 Rate is \$5 per lecture size cylinder and \$16 per small or medium size cylinder
- 50 Rate is Cost + 15% if managed through Clean Harbors to Curie Env
- 51 Rate is \$5 per lecture size cylinder
- 52 Rate is \$16 per small or medium size cylinder

These rates include waste approval, shipping documentation, and transportation and disposal, and are based upon Clean Harbors' Waste Classification Codes (WCC). Container rates are not included in these rates. Containers will be invoiced separately according to the Permanent Collection Center and Temporary Collection Event Supplies rate schedule.

ATTACHMENT B1

Vacuum Truck Service Costs

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 Minimum for vac truck	

ATTACHMENT B1

Permanent Collection Center Contract Labor

Upon the County's request, contract labor will be used to collect, sort, inspect, identify, and package hazardous waste. Only personnel adequately trained in accordance with applicable laws and regulations will be acceptable.

Personnel cost per hour: Field Supervisor \$55/hour (straight time)

Chemist \$55/hour (straight time)

Technician \$48/hour (straight time)

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

Additional information:

Overtime charges at 1.5 times the above labor rates apply after 8 hours

Double time charges at 2 times the above quoted labor rates apply after 12 hours

ATTACHMENT B1

Permanent Collection Center and Temporary Collection Event Supplies Costs

Listed below are supplies frequently needed at the CHWCC and during the temporary collection events.

	Price per quantity
Asbestos Bags, Roll	195.00 / roll of 175 bags
Vermiculite	52.00 / bag (4cf)
55 Gallon Drum	97.00 / each
55 Gallon Drum Liners	2.23 / each
Visqueen – 6 mil	150.00 / roll 6 mil 20' x100'
Shrink Wrap	45.00 / roll
Packing Tape	17.50 / roll
Oil Sorb	16.00 /bag (50 lb. clay absorbent)
Drum Pump	SRP (suggested retail price) at time of purchase

Additional Supplies

2g Open Top Poly pail	16.00	each
5g Poly Closed Top Drum	22.00	each
5g Poly Open Top Drum	17.00	each
5g Steel Open Top Drum	40.00	each
5g Lab Pak box	10.00	each
10g Lab Pak box with liner	12.00	each
15g Open Top Steel Drum	99.00	each
20g Lab Pak box with liner	17.00	each
30g Poly Open Top Drum	72.00	each
30g Lab Pak box with liner	18.00	each
55g Poly Closed Top Drum	93.00	each
55g Steel Closed Top Drum	93.00	each
55g Steel Open Top Drum	99.00	each
55g Lab Pak box with liner	23.00	each
Cubic Yard Flexbin w/pallet (HAZ rated)	99.00	each
Non-haz Cubic Yard Flexbin w/pallet (not rated)	84.00	each
4 foot tube for 4' light bulbs, 100 bulb capacity	82.00	each
4 foot box for 4' light bulbs	19.00	each
8 foot tube for 8' light bulbs, 100 bulb capacity	70.00	each
8 foot box for 8' light bulbs	29.00	each

Notes:

Supplies will be invoiced separately from transportation and disposal rates.

As described in Exhibit B, Clean Harbors has the right to review its quoted supply costs each quarter beginning on October 1, 2022 (and thereafter on January 1, April 1, July 1, and October 1 of the following contract years), and request contract rate

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adjustments for any supplies for which costs have increased by more than 10%.

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Temporary Collection Events Per Unit Waste Management Disposal Costs

	Cubic Yard Box	55 Gallon Drum	30 Gallon Drum	5 Gallon Drum	Ave. Cost/Lb.
1a Flammable Liquids		201.00	177.00	105.00	
1b Flammable Solids		219.00	177.00	105.00	
2 Bulked Flammable Liquids		100.00			
3 Oil-Base Paints – Loosepack	682.00	219.00	177.00		
4 Oil-Base Paint – Bulk		120.00			
5 Poisons (Excluding Aerosols)	600.00	201.00	180.00	105.00	
6 Fertilizers		280.00	210.00	118.00	
7 Corrosives for Incineration- Bulk			285.00	115.00	
8 Reactives and Explosives				135.00	
9 Isocyanates			324.00	140.00	
10 Inorganic Acids		201.00	180.00	105.00	
11 Organic Acids		201.00	180.00	105.00	
12 Inorganic Base		201.00	180.00	105.00	
13 Organic Base		201.00	180.00	105.00	
14 Neutral Oxidizers		260.00	180.00	118.00	
15 Organic Peroxides				135.00	
16 Oxidizing Acids		260.00	180.00	118.00	
17 Oxidizing Base		260.00	180.00	118.00	
18 Chromic Acid Solution			465.00	186.00	
19 PCB-Containing Paint		524.00	386.00	160.00	
20 PCB Ballasts for Reclaim		524.00	386.00	160.00	
21 Other PCB Wastes		524.00	386.00	160.00	
22 Corrosive Aerosols	600.00	201.00	180.00	105.00	
23 Flammable Aerosols	600.00	201.00	180.00	105.00	
24 Poison Aerosols	600.00	201.00	180.00	105.00	
25 Asbestos	400.00	150.00	135.00	75.00	
26 Antifreeze		135.00			
27 Car Batteries					No charge
28 Lead Acid Batteries			100.00		
29 Lithium Batteries				142.00	
30 Fluorescent Bulbs					1.00/ lb
31 Compact Fluorescents					2.50/ lb
32 Latex Paints – Loosepack	682.00	219.00	177.00		
33 Latex Paints – Bulk		238.00	179.00		
34 Motor Oil/Oil Products		125.00	100.00		
35 Oil Filters		115.00	90.00		
36 Mercury (Element/Compound)		2,000.00	1,500.00	450.00	

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37 Mercury (Manufactured)

			450.00	
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38	Medical Waste		301.00	225.00	100.00	
39	Sharps		301.00	225.00	100.00	
40	Household Batt. - Recycled					0.85/ lb
41	Household Batt. - Landfilled		200.00	150.00	75.00	
42	Liquid/Sludge Waste -Landfill		210.00	157.00	75.00	
43	Non-RCRA Solids	600.00	225.00	180.00	105.00	
44	Non-RCRA Liquids		225.00	180.00	105.00	
45	Photochemicals		227.00	170.00	75.00	
46	Rx (Medicines)		255.00	185.00	110.00	
47	Cathode Ray Tubes (CRTs)					No charge
48	Consumer Electronic Devices					0.29 / lb
49	Fire Extinguishers	Other: \$5 per lecture size cylinder and \$16 per small or medium size cylinder				
50	Smoke Detectors	Other: Cost + 15% if via CH				
51	Propane Cylinders (< 3gal size)	Other: \$5 per lecture size cylinder				
52	Propane Cylinders (>3gal Size)	Other: \$16 per small or medium size cylinder				

Notes/Comments

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- 3 & 4 No Charge if acceptable into Paintcare
- 8 \$275/16 gallon drum
- 18 \$372/20g. Rate for profile CH240862 (Chromic Acid Solution with Ammonium Persulfate)
- 20 for reclaim or incineration
- 27 For Intact non leaking Auto batteries
- 28 rate for Non-Auto batteries
- 29 rate per 5 gal Big Green Box, includes lithium & mercury batteries
- 32 No Charge if acceptable into Paintcare
- 33 No Charge if acceptable into Paintcare
- 34 \$784 per tote up to 350 gallons
- 47 No Charge. Rate contingent upon continuation of CEW Recycling Program and CalRecycle payment to recyclers.
- 49 Rate is \$5 per lecture size cylinder and \$16 per small or medium size cylinder
- 50 Rate is Cost + 15% if managed through Clean Harbors to Curie Env
- 51 Rate is \$5 per lecture size cylinder
- 52 Rate is \$16 per small or medium size cylinder

These quoted rates include waste approval, shipping documentation, and transportation and disposal and are based upon Clean Harbors Waste Classification Codes (WCC). Container rates are not included in these rates.

Containers will be invoiced separately according to the Permanent Collection Center / Temporary Collection Events Supplies rate schedule.

ATTACHMENT B1

Other Temporary Collection Event Services Costs

As listed below, the mobilization/labor costs for the temporary events will be billed separately from the per-unit waste management costs. The waste packaging supplies will also be billed separately per the rates listed in the Permanent Collection Center and Temporary Collection Event Supplies Costs schedule.

Temporary Collection Center Mobilization/LaborMobilization Costs

0-100 cars	5,450.00	per 1-day event
101-200 cars	12,350.00	per 1-day event
201-300 cars	13,650.00	per 1-day event
301-400 cars	14,950.00	per 1-day event
401-500 cars	16,350.00	per 1-day event

The above rates include mobilization, equipment, and all labor associated with performing each collection event.

Notes/Comments

Packing/ shipping containers and packaging absorbents (vermiculite) are not included in these mobilization rates. Waste packaging supplies (containers and packaging absorbents) will be invoiced separately according to the Permanent Collection Center and Temporary Collection Event Supplies rate schedule.

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ADDITIONAL COSTS FOR SERVICES

ADDITIONAL WASTE STREAM DISPOSAL COSTS AND MANIFEST COSTS

The following costs for additional waste streams we can accept apply to both the permanent and temporary events. Our manifest fee will be applied to all manifests.

		Cubic Yard Box	55 Gallon Drum	30 Gallon Drum	5 Gallon Drum	Cost other
53	Fusee				135.00	
54	Lighters-small compress gas cartridges				135.00	
55	Miscellaneous bulbs					2.50 lb.
56	Sharps for Autoclave					\$175 per reusable 43 gal tub
57	e-manifest Fee					20 each

Notes/Comments

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- 56 Rate is for autoclaving the waste; a 43-gal reusable tub is included in this rate (allows the County to avoid outer shipping container costs for sharps waste)
- 57 Clean Harbors e-manifest fee

These rates include waste approval, shipping documentation, and transportation and disposal, and are based upon Clean Harbors' Waste Classification Codes (WCC). Container rates are not included in these rates. Containers will be invoiced separately according to the Permanent Collection Center and Temporary Collection Event Supplies rate schedule.

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 cause whatsoever, including the 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 applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately 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:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 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. **Contractors Pollution Liability and/or Asbestos Pollution Liability** applicable to the work being performed, with a limit no less than \$3,000,000 per claim or occurrence and \$6,000,000 aggregate per policy period of one year.

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, agents and volunteers 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).
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, certified 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.

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.