

ORIGINAL

Clean Harbors Environmental Services, Inc.

Collecting, Processing, Transporting, and Disposing of Household Hazardous Waste Services

AGREEMENT FOR SERVICES #3088

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Clean Harbors Environmental Services, Inc., a Massachusetts corporation duly qualified to conduct business in the State of California, whose principal place of business is 42 Longwater Drive, Norwell, Massachusetts 02061, whose local address is 2550 Del Monte Street, West Sacramento, California 95691, and whose mailing address is Post Office Box 9149, Norwell, Massachusetts 02061 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its Community Development Services, Environmental Management Department, to provide household hazardous waste collection, transportation, processing, disposal, and associated services;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide equipment, materials, personnel, and services necessary to collect, transport, process, and dispose of household hazardous waste (HHW) from the following locations in the County: (1) Western El Dorado Recovery Systems, Inc. (WERS), 4100 Throwita Way, Diamond Springs, California 95619; (2) El Dorado County Union Mine Disposal Site, 5700 Union Mine Road, El Dorado, California 95623; (3) El Dorado Hills Fire Station, 3670 Bass Lake Road, El Dorado Hills, California 95762; and temporary event sites located throughout the

County as designated by County's Contract Administrator (CA), or designee. Additionally, and upon request of County's CA, Contractor may be required to provide collection services to support County's HHW event the day of the event at the El Dorado Hills Fire Station. The specific services for each assignment shall be determined at a pre-service meeting, telephone conference, or by email between County's CA, or designee, and Contractor.

Contractor shall provide training covering appropriate lab packing procedures, personal protective equipment, and transportation regulations for all new County employees or County employees newly assigned to the HHW program. Training shall also cover pertinent hazardous waste operations and emergency response (HAZWOPER) topics not covered in the California Specialized Training Institute's (CSTI) 24-hour hazardous materials first responder operations (FRO) course. Upon request of County's CA, or designee, Contractor shall provide one (1) eight (8) hour training session annually for the duration of this Agreement for existing County employees.

Contractor shall provide all drums, boxes, absorbent, safety equipment, signage, labels, appropriate shipping papers, vehicles, and other equipment and materials necessary to properly collect, transport, process, and dispose of HHW.

Contractor shall properly prepare all required manifests, related shipping documents, land disposal restrictions, certificates of destruction, and summary reports for each HHW shipment. Contractor shall provide copies of manifests, shipping documents, land disposal restrictions, and certificates of destruction to County. Contractor shall correct all errors and discrepancies, and make subsequent notifications to State and Federal regulatory agencies as required. Contractor shall submit proof of proper treatment and/or disposal to County following the ultimate disposition of the waste.

All services, training, and materials provided by Contractor shall comply with current California State Division of Industrial Safety Orders and requirements stipulated by Occupational Safety and Health Administration (OSHA), California State Department of Transportation, and any other applicable regulatory agency requirements. Contractor shall ensure that all personnel working under this Agreement shall have received training appropriate to their assigned tasks and that the training is current.

Contractor shall provide for the removal and transportation, to licensed Hazardous Waste Recycling Treatment Storage or Disposal Facilities (TSDFs), of all hazardous waste received at any of County's HHW Collection Events. Wherever possible, hazardous waste shall be recycled, or if not possible, treated or incinerated. If recycling, treatment, and incineration are not available alternatives, then, and only then, Contractor may arrange for the landfilling of HHW. County hereby agrees that all Hazardous Waste Manifests for such removal, transportation, and disposal shall bear the name of County as generator of the waste, and shall be signed by Contractor as an authorized representative of County. Contractor shall dispose in the aforementioned manner of all HHW received at the Permanent HHW Collection Facilities or temporary event sites in accordance with all applicable federal, state, and local laws and

regulations. Contractor shall remove such HHW in a reasonable and cost-effective manner consistent with the other provisions of this section. Contractor shall determine the TSDFs to be used for recycling, treatment, incineration, or disposal of such HHW, and shall use such TSDFs for such purposes unless otherwise directed by County, or unless uncontrollable circumstances require use of an alternative TSDF. Notwithstanding any of the foregoing, Contractor shall obtain the prior written approval from County's CA, or designee, before landfilling any HHW.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A marked "Disposal Costs," incorporated herein and made by reference a part hereof. The rates specified in Exhibit A include all costs necessary to properly collect, transport, process, and dispose of the HHW collected by Contractor.

Annual Consumer Price Index (CPI) increases will be allowed after the first twelve (12) months, upon written approval by County, and with sixty (60) days advance written notice. CPI increase requests shall include documentation substantiating the increase.

The total amount of this Agreement shall not exceed \$300,000.00, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the

period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during the term hereof.

ARTICLE VII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Services for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of

notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Services
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Greg Stanton, REHS
Director

With a copy to:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Clean Harbors Environmental Services, Inc.
Post Office Box 9149
Norwell, Massachusetts 02061

Attn.: General Counsel (Urgent Contract Matter)

or to such other location as Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Standards for Work: Contractor shall perform services in a manner consistent with the level of care and skill ordinarily exercised by other members on Contractor's profession currently practicing in the same locality and under similar conditions. No other representation, express or implied, is included in this Agreement, or in any reports, opinion, documents, or other instrument of services.

ARTICLE XVI

Environmental Compliance: Contractor warrants that its operations/services/materials provided under this Agreement are in compliance with any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials or toxic substances.

ARTICLE XVII

Reporting Accidents: Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

ARTICLE XVIII

Indemnity: Contractor shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including reasonable attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers, agents, employees, and representatives, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIX

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Contractor's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of \$1,000,000.
- B. Commercial General Liability Insurance of \$5,000,000 combined single limit per occurrence for bodily injury and property damage and a \$10,000,000 aggregate limit.
- C. Automobile Liability Insurance of \$5,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. Pollution Liability and Environmental Impairment Insurance is required with a limit of liability of \$5,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this

Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXI

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE XXIII

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following:

Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXIV

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXV

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVI

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's

Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVII

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, REHS, Director, Community Development Services, Environmental Management Department, or successor.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator and Department Concurrence:

By:  _____

Greg Stanton, REHS
Director
Community Development Services
Environmental Management Department

Dated: 9/14/2018 _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Dated: 9-14-18

Purchasing Agent
"County"

-- CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. --

By: 

Dated: 9/12/18

Marc McReynolds
Senior Vice President
"Contractor"

Clean Harbors Environmental Services, Inc.

Exhibit A

Disposal Costs

Waste Type	Disposal Method	Unit Size	Unit Charge
Acids, Inorganic, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$181.00
		55-gal	\$234.00
Acids, Organic Lab Pack	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$181.00
		55-gal	\$234.00
Aerosols, Flammable Lab Packs	Incineration	5-gal	\$79.00
		10-gal	\$128.00
		30-gal	\$173.00
		55-gal	\$223.00
		Cubic Yard Box	\$613.00
Aerosol, Non-Flammable, Lab Packs	Incineration	5-gal	\$79.00
		10-gal	\$128.00
		30-gal	\$173.00
		55-gal	\$223.00
		Cubic Yard Box	\$613.00
Aerosols, Poisons and Corrosive, Lab Packs	Incineration	5-gal	\$79.00
		10-gal	\$128.00
		30-gal	\$173.00
		55-gal	\$223.00
		Cubic Yard Box	\$613.00
Antifreeze, Bulk	Recycling	5-gal	\$66.00
		10-gal	\$91.00
		30-gal	\$128.00
		55-gal	\$152.00
Asbestos, Bulk	Landfill	5-gal	\$63.00
		10-gal	\$108.00
		30-gal	\$148.00
		55-gal	\$190.00
		Cubic Yard Box	\$669.00
Bases, Inorganic, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$181.00
		55-gal	\$234.00

Waste Type	Disposal Method	Unit Size	Unit Charge
Bases, Organic, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$181.00
		55-gal	\$234.00
Batteries, Alkaline	Recycling	5-gal	\$90.00
		10-gal	\$169.00
		30-gal	\$242.00
		55-gal	\$309.00
Batteries, Lithium	Recycling	5-gal	\$146.00
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
Batteries, Nickel Cadmium	Recycling	5-gal	\$90.00
		10-gal	\$169.00
		30-gal	\$242.00
		55-gal	\$309.00
Circular Bulbs and U Tubes	Recycling	5-gal	n/a
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
		Per LB	\$4.00
Compact Fluorescent Light Tubes	Recycling	5-gal	n/a
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
		Per LB	\$3.00
Compressed Gas Cylinders (Freon Cylinders <1 & > 1 gallon containers)	Recycling	5-gal	n/a
		10-gal	n/a
		30-gal	\$371.00
		55-gal	\$543.00
Empty Contaminated Containers	Landfill	5-gal	\$29.00
		10-gal	\$32.00
		30-gal	\$62.00
		55-gal	\$73.00
	Recondition	5-gal	\$29.00
		10-gal	\$32.00
		30-gal	\$62.00
		55-gal	\$73.00
Fire Extinguishers	Recycle	5-gal	n/a
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
		Each	\$55.00
Flammable Liquids, Bulked (gasoline, kerosene, diesel, naphtha)	Fuels Incinerate	5-gal	\$70.00
		10-gal	\$90.00
		30-gal	\$118.00
		55-gal	\$113.00

Waste Type	Disposal Method	Unit Size	Unit Charge
Flammable Liquids, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$181.00
		55-gal	\$234.00
	Fuels Incinerate	5-gal	\$79.00
		10-gal	\$96.00
		30-gal	\$146.00
		55-gal	\$197.00
Flammable Solids, Lab Packs	Incineration/ Fuel Blend	5-gal	\$72.00
		10-gal	\$128.00
		30-gal	\$172.00
		55-gal	\$222.00
	Incineration	Cubic Yard Box	\$782.00
Fluorescent Tubes	Recycling	5-gal	n/a
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
		Per LB	\$1.40
Gel Cell Lead Acid Batteries	Recycle	5-gal	\$96.00
		10-gal	\$176.00
		30-gal	\$255.00
		55-gal	\$321.00
Mercury (Metallic and Salts Including Batteries, Switches, etc.)	Recycling/ Retort	5-gal	\$467.00
		10-gal	\$861.00
		30-gal	\$1,088.00
		55-gal	\$1,443.00
	Stabilization/Landfill	Per LB	\$21.00
Metal Halide Bulbs	Recycle	5-gal	n/a
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
		Per LB	\$4.00
Non RCRA Liquids, Lab Pack	Incineration	5-gal	\$71.00
		10-gal	\$125.00
		30-gal	\$169.00
		55-gal	\$217.00
		Cubic Yard Box	\$585.00
Non RCRA Solids, Lab Pack	Incineration	5-gal	\$71.00
		10-gal	\$125.00
		30-gal	\$169.00
		55-gal	\$217.00
		Cubic Yard Box	\$585.00
Oil Filters	Recycling	5-gal	\$59.00
		10-gal	\$88.00
		30-gal	\$128.00
		55-gal	\$152.00

Waste Type	Disposal Method	Unit Size	Unit Charge
Oil, Contaminated with Chlorinated Organic Compounds, Bulk	Incineration	5-gal	\$75.00
		10-gal	\$101.00
		30-gal	\$135.00
		55-gal	\$152.00
Organic Peroxides, Lab Packs	Incineration	5-gal	\$135.00
		10-gal	\$354.00
		30-gal	\$563.00
		55-gal	\$731.00
Oxidizers, Neutral, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$204.00
		55-gal	\$253.00
Oxidizing Acids, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$204.00
		55-gal	\$253.00
Oxidizing Bases, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$204.00
		55-gal	\$253.00
Paint Related Materials not Accepted by Paint Care	Incineration	5-gal	\$79.00
		10-gal	\$90.00
		30-gal	\$114.00
		55-gal	\$144.00
		Cubic Yard Box	\$782.00
PCB Light Ballasts and Small Capacitors	Landfill	5-gal	\$118.00
		10-gal	\$186.00
		30-gal	\$236.00
		55-gal	\$307.00
	Incineration/ Treatment	5-gal	\$214.00
		10-gal	\$399.00
		30-gal	\$506.00
		55-gal	\$656.00
	Recycling	5-gal	\$179.00
		10-gal	\$341.00
		30-gal	\$439.00
		55-gal	\$577.00
Poisons, Lab Pack	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$181.00
		55-gal	\$234.00
	Incineration (Solids)	Cubic Yard Box	\$810.00
Propane Tanks	Recycling	< 1-gal	\$11.00 ea
		1-gal to 5-gal	\$28.00 ea
		55-gal dm < 1-gal	\$450.00

Waste Type	Disposal Method	Unit Size	Unit Charge
Sharps	Incineration	5-gal	\$135.00
		10-gal	\$253.00
		30-gal	\$329.00
		55-gal	\$431.00
Sodium Vapor Lamps	Recycling	5-gal	n/a
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
		Per LB	\$4.00
Water Reactive and Spontaneously Combustible Materials Lab Pack	Incineration	5-gal	\$135.00
		10-gal	\$354.00
		30-gal	\$540.00
		55-gal	\$712.00

Additional Services:

Service Description	Cost per Unit
Transportation and disposal of SB20/50 (E-Waste) approved material	\$0.35 per LB
Transportation and disposal of other material not covered under SB20/50 (E-Waste)	\$0.35 per LB
Mobilization for E-Waste Mobile collection	\$40.00 per hour per person
Truck and Driver for event pickups	\$105.00 per hour portal to portal
8 hour annual refresher training for up to 20 people per year	\$2,503.00 per class for up to 20 people at County's location in Placerville, CA

Temporary HHW Events		
Event Size	Rate	Labor and Supplies Needed
1-50 cars	\$1,107.50 per event*	Includes 4 staff and supplies
51-100 cars	\$2,215.00 per event*	Includes 6 staff and supplies
101-150 cars	\$3,322.50 per event*	Includes 8 staff and supplies
Hourly Onsite Labor		
Classification	Hourly Rate	
Project Manager/Chemist	\$ 55.00	
Technician	\$40.00	

*For temporary HHW events, Contractor shall mobilize for the amount of cars the County deems necessary. For every car serviced above the mobilization rate, a \$25.00 per car fee will be applied.

All Prices include all costs necessary to properly collect, transport, process, and dispose of HHW collected by Contractor, including packaging. Unless otherwise specified, the minimum container cost shall be \$72.00 per drum. Overpack drums will be charged \$250.00 if packaging materials are provided by Contractor. Any overpack that is shipped will also incur an additional \$150.00 handling charge.

For any additional services, container sizes, or rates not included in this Exhibit, Contractor shall provide County's Contract Administrator with a written quote for approval prior to the service being completed or containers delivered.