

Clean Harbors Environmental Services, Inc.

Household Hazardous Waste Services

AGREEMENT FOR SERVICES #7114

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 1745 Cebrian 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 provide household hazardous waste collection, transportation, processing, disposal, and associated services for its Environmental Management Department;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those 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 there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

WHEREAS, on October 7, 2022, Contractor was formally awarded Request for Proposals (RFP) 23-926-008 to provide collecting, processing, transporting, and disposing of household hazardous waste services for County's Environmental Management Department;

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

ARTICLE I

Scope of Work: Contractor is engaged in the business of doing the services and tasks required under this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, equipment, tools, materials, all drums, cubic yard boxes, absorbent, safety equipment, signage, labels, appropriate shipping papers, vehicles, and other equipment, materials, and services, necessary to collect, document, load, ship recycle, transport, process, and dispose of household hazardous waste (HHW) from the following locations in the County: (1) El Dorado County Union Mine Disposal Site, 5700 Union Mine Road, El Dorado, California 95623; (2) El Dorado Hills Fire Station, 3670 Bass Lake Road, El Dorado Hills, California 95762; and (3) temporary event sites located throughout the County as designated by the County's Environmental Management Department. Additionally, and upon request of County's Contract Administrator, 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. Contractor shall collect and remove all waste the day of the event. The specific services for each assignment will be determined by a telephone call, email, or in-person conference between County and Contractor. Prior to commencement of the work, County will provide written approval in the form of an email identifying the location where the services will be provided, a description of the services to be performed, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, and authorization to proceed with the assignment. Contractor will not commence work until receiving the written authorization to proceed with the work assignment.

Manifesting, loading, shipping, and disposal tasks shall be conducted in accordance with all applicable requirements of Federal, State, and local laws and regulations. Contractor will provide properly trained, licensed, and qualified personnel to perform various duties as part of the collection, transportation, and disposal of HHW. Contractor will be solely responsible for transporting all wastes to the appropriate destination in a manner consistent with Federal, State, and local statutes and regulations. All packing materials and equipment shall meet applicable requirements of Federal, State, and local laws and regulations. County may purchase all or part of these items from Contractor at a mutually agreed upon price.

Contractor shall provide training covering appropriate lab packing procedures, personal protective equipment, and transportation regulations for all new Environmental Management Department (EMD) employees or EMD 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) twenty-four (24) hour hazardous materials first responder operations (FRO) course. Upon request of County's Contract Administrator, or designee, Contractor will provide up to two (2) each eight (8) hour training sessions for existing EMD

employees (average of fifteen (15) students per training)), that meet the requirements of Title 8 of the California Code of Regulations, section 5192, HAZWOPER, annually for the duration of the contract.

All services, training, and materials provided by Contractor must 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 (DOT), California Department of Toxic Substances Control (DTSC) and any other applicable regulatory agency requirements. Contractor will ensure that all personnel working at both permanent and temporary consolidation locations under this Agreement will have received training appropriate to their assigned tasks and that the training is current including any subcontractors.

Contractor will remove and transport all hazardous waste received at any of County's HHW Collection Events to licensed Hazardous Waste Recycling Treatment Storage or Disposal Facilities (TSDFs). 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 will 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. Contractor will provide for the ultimate disposition of the hazardous waste. County will not be responsible for additional costs incurred as a result of a Treatment, Storage, and Disposal Facility (TSDF) or recycling facility refusing to accept any waste material from Contractor. County reserves the right to approve or reject the management method and disposition facility selected by Contractor. Notwithstanding any of the foregoing, Contractor shall obtain the prior written approval from County's Contract Administrator, or designee, before landfilling any HHW.

Contractor will be required to manage all types of hazardous waste as allowed by applicable laws and regulations and that have reasonable handling and disposal costs. In addition to limits established by applicable laws and regulations, County reserves the right to further limit waste types and quantities that Contractor may accept. Contractors are required to list types of hazardous waste that they cannot accept and suggest management methods for these waste materials if residents bring them to a collection event or if a business requests management of this waste. Biological waste (except sharps), explosives, and radioactive wastes are not currently accepted at any County operated permanent and temporary HHW collection locations.

Contractor shall only utilize vehicles that are properly certified by the United States Environmental Protection Agency (EPA) and the California Department of Toxic Substances Control (DTSC). Requirements that must be met include a DTSC Hazardous Waste Transporter Registration and any other transport licenses needed for the safe and legal transportation of collected hazardous waste. Contractor will be solely responsible for transporting all wastes to the appropriate destination(s) in a manner consistent with Federal, State, and local statutes and regulations.

Contractor will provide contractor personnel with all personal protective equipment (PPE) needed for use while performing tasks at both permanent and temporary consolidation locations. This includes, but is not limited to, gloves, face shields, eye protection, respiratory protection equipment, and suitable splash protection suits. Contractor will ensure that contractor's personnel will comply with the regulatory requirements stipulated for those handling household hazardous waste.

Contractor assumes all responsibility allowed by law for the proper management of hazardous waste from the point at which Contractor accepts it for transportation to the point at which it reaches the disposal or treatment destination.

Contractor shall take every precaution to protect all public and private property during the performance of the services described herein. All damages to public and private property caused by Contractor's personnel, personnel working under a sub-contractual agreement with the Contractor, or by the Contractor's equipment will be promptly repaired to the condition existing prior to the damage or be replaced. All such repair or replacement costs shall be the sole responsibility of the Contractor.

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

Deliverables shall be submitted via electronic file and Contractor shall produce the file using Microsoft (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in the individual Work Orders issued pursuant to this Agreement.

Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XVIII, Default, Termination, and Cancellation, herein.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work are the responsibility of Contractor unless specifically described as a task or item of work to be provided by County. Contractor shall be responsible for the supervision, administration, and work performed by any subcontractor for services rendered under this Agreement. 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, agents, associates, representatives, or subcontractors.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three 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 processed by Contractor.

The rates listed in Exhibit A may be adjusted annually after the first twelve (12) months based on the percent change of the California Consumer Price Index Table - All Areas for "Urban Wage Earners and Clerical Workers" as reported and published on the State of California Department of Industrial Relations website (<https://www.dir.ca.gov/OPRL/capriceindex.htm>). The base value to be used for calculating rates of service price adjustments shall be the index published for the month of the formal Agreement award date, or the date of the previous price adjustment, whichever is later. Adjustments shall be calculated according to the percentage change, up or down, as reflected in the above-stated index. The new rates must be submitted at least seven (7) days prior to the anniversary date of this Agreement upon written request from Contractor and subject to prior written approval from County's Department Head or designee. Any fee increases authorized by County shall not increase the total not-to-exceed amount of the Agreement. This price adjustment process described herein shall not change for the life of the Agreement unless otherwise specified in a written amendment.

The total amount of this Agreement shall not exceed \$300,000, inclusive of all work of subcontractors and all costs, taxes, 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
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Jeffrey Warren
Director Environmental Services

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 XVIII, 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 understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VII

Confidentiality: Contractor and any subcontractors authorized under this Agreement 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, including any subcontractors authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Environmental Management Department 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

Environmental and Toxic Warranty: Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

ARTICLE IX

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 X

Standards for Work: Contractor and any subcontractors authorized herein, shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality and under similar conditions.

All of Contractor's and subcontractor's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Contractor and any subcontractor authorized herein, have full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County or other regulatory agencies will not relieve Contractor or subcontractor of this professional responsibility.

All work must be performed, and work products prepared in a format and manner customarily anticipated by County and/or other appropriate agencies.

ARTICLE XI

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all manifests, shipping documents, land disposal restrictions, certificates of destruction, summary reports, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE XII

Protection of Facilities:

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.
- B. Contractor shall provide for continuous County occupancy and operation of the facility for the duration of the project.
- C. Contractor shall provide for public use and shall limit access to the facility as directed by County's Contract Administrator.
- D. Contractor shall provide for work by other contractors and County.
- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

ARTICLE XIII

Safety: Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active

doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.

- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each workday.

ARTICLE XIV

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 XV

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

ARTICLE XVI

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 XVII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, 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 section 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, subcontractor records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVIII

Default, Termination, and Cancellation:

- A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to

Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXV, Conflict of Interest.
- B. **Bankruptcy:** County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement immediately 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, for convenience upon thirty (30) calendar days' written Notice of

Termination. If such termination is affected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be 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 XIX

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:

With a copy to:

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

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Jeffrey Warren
Director Environmental Management

Attn.: Michele Weimer
Procurement and Contracts Manager

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.: Thomas F. Fay, III
Vice President Northern District California

or to such other location as Contractor directs.

ARTICLE XX

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 XIX, 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 XXI

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, 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.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

ARTICLE XXII

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. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage and a \$10,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$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 thirty (30) days 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 in respect to 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 in respect to 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 XXIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIV

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be Contractor within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Contractors within the meaning of the Political

Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XVIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXVI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor and its subcontractors, if any, 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, subcontractors, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor and its subcontractors shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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 section 12990 and Title 2, California Code of Regulations, section 11102.

ARTICLE XXVII

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 XXVIII

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 XXIX

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 XXX

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.

In addition, 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 XXXI

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 XXXII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Jeffrey Warren, Director, Environmental Management Department, or successor.

ARTICLE XXXIII

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 XXXIV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXV

Non-Conforming Waste: If the work involves the transportation and disposal of Waste, the Customer shall provide Contractor with a description of said waste ("Waste Profile"). Upon approval by Contractor, the Waste Profile shall be incorporated into and become a part of this Agreement. Waste materials discovered by Contractor to be non-conforming, if in Contractor's possession, shall be prepared for lawful transportation by Contractor and returned to the Customer within a reasonable time after rejection by Contractor, unless the parties agree to an alternative and lawful manner to dispose of the waste materials. The Customer shall pay Contractor at agreed rates for the handling, loading, preparing, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials. The waste material shall be considered non-conforming if the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile. Notwithstanding anything to the contrary, Customer shall be solely responsible for any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable

attorneys' fees) which Contractor may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances arising out of or related to non-conforming waste materials. In the event subsurface or latent conditions at the work site materially differ from those indicated in the contract documents or if the latent or subsurface physical conditions are of an unusual nature not ordinarily found to exist in environmental service activities identified in the contract documents, Contractor shall be entitled to an equitable adjustment of the Contract price and time.

ARTICLE XXXVI

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 XXXVII

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 XXXVIII

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 XXXIX

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.

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

--COUNTY OF EL DORADO--

By: Wendy Thomas
Board of Supervisors
"County"

Dated: 1-24-2023

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Nyle Nye
Deputy Clerk

Dated: 1-24-2023

--CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.--

By: Thomas F. Fay III
Thomas F. Fay III (Jan 3, 2023 08:39 PST)
Thomas F. Fay, III
Vice President Northern District California
"Contractor"

Dated: 01/03/2023

By: George L. Curtis
George L. Curtis (Jan 3, 2023 11:48 EST)
George Curtis
Executive Vice President Pricing

Dated: 01/03/2023

GC

Clean Harbors Environmental Services, Inc.

Exhibit A

Disposal Costs

Waste Type	Disposal Method	Unit Size	Unit Charge
1. Acids, Inorganic, Lab Packs	Treatment-LCCR	5 Gallon	\$58.80
		10 Gallon	\$117.60
		30 Gallon	\$147.00
		55 Gallon	\$196.00
2. Acids, Organic, Lab Packs	Incineration or Treatment-LCCR	5 Gallon	\$58.80
		10 Gallon	\$117.60
		30 Gallon	\$147.00
		55 Gallon	\$196.00
3. Aerosols, Flammable Lab Packs	Incineration-LCCRQ	5 Gallon	\$55.50
		10 Gallon	\$111.00
		30 Gallon	\$138.75
		55 Gallon	\$185.00
4. Aerosols, Non-Flammable Lab Packs	Incineration-LCCRQ	5 Gallon	\$55.50
		10 Gallon	\$111.00
		30 Gallon	\$138.75
		55 Gallon	\$185.00
5. Aerosols, Poisons and Corrosive, Lab Packs	Incineration-LCCRQ	5 Gallon	\$55.50
		10 Gallon	\$111.00
		30 Gallon	\$138.75
		55 Gallon	\$185.00
6. Antifreeze, Bulk	Neutralization/Stabilization B34	5 Gallon	\$50.40
		10 Gallon	\$100.80
		30 Gallon	\$126.00
		55 Gallon	\$168.00
	Landfill CBPS	5 Gallon	\$37.50
		10 Gallon	\$75.00
		30 Gallon	\$93.75
		55 Gallon	\$125.00
	Incineration Treatment A22K	5 Gallon	\$60.00
		10 Gallon	\$120.00
		30 Gallon	\$150.00
		55 Gallon	\$200.00
	Recycling B35	5 Gallon	\$50.40
		10 Gallon	\$100.80
		30 Gallon	\$126.00
		55 Gallon	\$168.00
7. Asbestos, Bulk	Landfill CNIA	5 Gallon	\$45.60
		10 Gallon	\$91.20
		30 Gallon	\$114.00
		55 Gallon	\$152.00
Other	Landfill-CNIA	Cubic Yard Box	532.00

8. Bases, Inorganic, Lab Packs	Treatment-LCCR	5 Gallon	\$58.80
		10 Gallon	\$117.60
		30 Gallon	\$147.00
		55 Gallon	\$196.00
9. Bases, Organic, Lab Packs	Incineration or Treatment LCCR	5 Gallon	\$58.80
		10 Gallon	\$117.60
		30 Gallon	\$147.00
		55 Gallon	\$196.00
10. Batteries, Alkaline	Landfill CBP	5 Gallon	\$35.00
		10 Gallon	\$63.60
		30 Gallon	\$79.50
		55 Gallon	\$106.00
	Recycling LBD1	5 Gallon	\$180.00
		10 Gallon	\$360.00
11. Batteries, Lead-Acid	Recycling LBLA	5 Gallon	\$78.90
		10 Gallon	\$157.80
		30 Gallon	\$197.25
		55 Gallon	\$263.00
12. Batteries, Lithium	Incineration LBR/LBRU	5 Gallon	\$350.00
	Recycling LBBGB	5 Gallon	\$150.00
13. Batteries, Nickel Cadmium	Recycling LBD2	5 Gallon	\$180.00
		10 Gallon	\$360.00
		30 Gallon	\$450.00
		55 Gallon	\$600.00
14. Compressed Gas Cylinders Freon Cylinders<1&>1 Gallon Containers	Recycle LCY2	30 Gallon	\$378.00
	Recycle LCY2	55 Gallon	\$504.00
15. Compressed Gas Cylinders Acetylene Cylinders <1 &>1 Gallon Containers	Recycle LCY13-CYSM	Per Unit (Per cylinder small size or less)	\$81.00
16. Compressed Gas Cylinders Oxygen Cylinder<1&>1 Gallon Containers	Recycle LCY4-CYSM	Per Unit (Per cylinder small size or less)	\$61.00
17. Compressed Gas Cylinders MAPP Gas Cylinders<1&>1 Gallon Containers	Recycle LCY1-CYSM	Per Unit (Per cylinder small size or less)	\$27.00
18. Compressed Gas Cylinders Nitrogen Cylinders<1&>1 Gallon Containers	Recycle LCY4-CYSM	Per Unit (Per cylinder small size or less)	\$61.00
19. Compressed Gas Cylinders Carbon Dioxide Cylinders<1&>1 Gallon Containers	Recycle LCY2-CYSM	Per Unit (Per cylinder small size or less)	\$61.00
20. Compressed Gas Cylinders Argon Cylinders<1&>1 Gallon Containers	Recycle LCY4-CYSM	Per Unit (Per cylinder small size or less)	\$61.00
21. Compressed Gas Cylinders Argon Mixed Cylinders<1&>1 Gallon Containers	Recycle LCY4-CYSM	Per Unit (Per cylinder small size or less)	\$61.00
22. Compressed Gas Cylinders Butane Cylinders<1&> 1 Gallon Containers	Recycle- LCY1-CYSM	55 Gallon (Per cylinder small size or less)	\$27.00

23. Compressed Gas Cylinders Helium Cylinders<1&> 1 Gallon Containers	Recycle- LCY4-CYSM	Per Unit (Per cylinder small size or less)	\$61.00
24. Compressed Gas Cylinders Hydrogen Cylinders<1&> 1 Gallon Containers	Recycle- LCY6-CYLE	Per Unit (Per cylinder lecture size)	\$153.00
25. E-Waste Covered Electronic Waste (CEW)	Recycling- ECEW	Cubic Yard Box	\$0.10 per pound
	E-Waste rates include transportation & disposal		
26. E-Waste-CRT's	Recycling- ECEW	Per Unit	\$0.10 per pound
	E-Waste rates include transportation & disposal		
27. E-Waste-Universal Waste Electronic Devices (UWED's)	Recycling- EEE	Cubic Yard Box	\$0.60 per pound
	E-Waste rates include transportation & disposal		
28. Empty Contaminated Containers	Landfill D23	5 Gallon	\$15.00
		10 Gallon	\$21.60
		30 Gallon	\$27.00
		55 Gallon	\$36.00
	Recondition D23	5 Gallon	\$15.00
		10 Gallon	\$21.60
29. Flammable Liquids, Bulked (gasoline, kerosene, diesel, naphtha)	Incineration Treatment Fuel Blending FB1	5 Gallon	\$16.80
		10 Gallon	\$33.60
		30 Gallon	\$42.00
		55 Gallon	\$56.00
	Other Fuel Blending FB1	Bulk Totes	\$280.00
	30. Flammable Liquids, Lab Packs	Incineration LCCRD	5 Gallon
10 Gallon			\$117.60
30 Gallon			\$147.00
55 Gallon			\$196.00
Recycling- LFB1		5 Gallon	\$47.70
		10 Gallon	\$95.60
		30 Gallon	\$119.25
		55 Gallon	\$159.00
31. Flammable Solids, Lab Packs	Incineration or Fuel Blend LPTN	5 Gallon	\$55.50
		10 Gallon	\$111.00
		30 Gallon	\$138.75
		55 Gallon	\$185.00
32. Fluorescent Tubes	Recycling- CFL1	Per POUND	\$1.00 per pound
33. Paint Related Materials not Accepted by Paint Care	Incineration- LPTP or FB3	5 Gallon	\$40.00
		10 Gallon	\$63.60
		30 Gallon	\$79.50
		55 Gallon	\$106.00
	Recycling- LPTP	Cubic Yard Box	\$371.00
34. Mercury, (Metallic and Salts Including Batteries, Switches, etc.)	Recycling/Retort- LCHG2/4	5 Gallon	\$840.00
		10 Gallon	\$1680.00
		30 Gallon	\$2100.00
		55 Gallon	\$2800.00
	Neutralization/Stabilization- LCHG1	5 to 55 Gallon	\$45.00 per pound

35. Non-Resource Conservation and Recovery Act (RCRA) Liquids, Lab Pack	Landfill- LLF	5 Gallon	\$35.00
		10 Gallon	\$67.20
		30 Gallon	\$84.00
		55 Gallon	\$112.00
	Incineration/Treatment- LCCRN	Cubic Yard Box	\$686.00
36. Non RCRA Solids, Lab Pack	Landfill- LLF	5 Gallon	\$35.00
		10 Gallon	\$67.20
		30 Gallon	\$84.00
		55 Gallon	\$112.00
	Incineration or Fuel Blending- LCCRN	5 Gallon	\$58.80
		10 Gallon	\$117.60
	30 Gallon	\$147.00	
	55 Gallon	\$196.00	
	Incineration or Fuel Blending- LCCRN	Cubic Yard Box	\$686.00
	Landfill- LLF	Cubic Yard Box	\$392.00
37. Oil Filters	Landfill- COF	5 Gallon	\$40.00
		10 Gallon	\$54.00
		30 Gallon	\$67.50
		55 Gallon	\$90.00
	Incineration- COF	5 Gallon	\$40.00
		10 Gallon	\$54.00
	30 Gallon	\$67.50	
	55 Gallon	\$90.00	
	Recycling- COF	Cubic Yard Box	\$315.00
38. Oil, Contaminated with Chlorinated Organic Compounds, Bulk	Incineration- FB2	5 Gallon	\$40.00
		10 Gallon	\$57.00
		30 Gallon	\$71.25
		55 Gallon	\$95.00
39. Organic Peroxides, Lab Packs	Incineration- LRCTO	5 Gallon	\$201.60
		10 Gallon	\$403.20
		30 Gallon	\$504.00
		55 Gallon	\$672.00
40. Oxidizers, Neutral, Lab Packs	Chemical Stabilization or Treatment- LCCRO	5 Gallon	\$58.80
		10 Gallon	\$117.60
		30 Gallon	\$147.00
		55 Gallon	\$196.00
41. Oxidizing Acids, Lab Packs	Chemical Stabilization or Treatment- LCCRO	5 Gallon	\$58.80
		10 Gallon	\$117.60
		30 Gallon	\$147.00
		55 Gallon	\$196.00
42. Oxidizing Bases, Lab Packs	Chemical Stabilization or Treatment- LCCRO	5 Gallon	\$58.80
		10 Gallon	\$117.60
		30 Gallon	\$147.00
		55 Gallon	\$196.00
43. Poison Solids	Landfill- LLF	5 Gallon	\$35.00
		10 Gallon	\$67.20
		30 Gallon	\$84.00
		55 Gallon	\$112.00
	Incineration (Solids)- LCCRD	Cubic Yard	\$686.00

44. Poison Liquids	Incineration- LCCRD	5 Gallon	\$58.80
		10 Gallon	\$117.60
		30 Gallon	\$147.00
		55 Gallon	\$196.00
45. Polychlorinated biphenyls (PCB) Light Ballasts and Small Capacitors	Landfill- CHBL	5 Gallon	\$80.70
		10 Gallon	\$161.40
		30 Gallon	\$201.75
		55 Gallon	\$269.00
	Incineration- CHBI	5 Gallon	\$184.80
		10 Gallon	\$369.60
		30 Gallon	\$462.00
		55 Gallon	\$616.00
	Recycling- CHBD	5 Gallon	\$161.40
10 Gallon		\$322.80	
30 Gallon		\$403.50	
55 Gallon		\$538.00	
46. Water Reactive and Spontaneously Combustible Materials Lab Pack	Incineration-LRCTD	5 Gallon	\$201.60
		10 Gallon	\$403.20
		30 Gallon	\$504.00
		55 Gallon	\$672.00
47. Compact Fluorescent Light Tubes	Recycling- CFL8	Per Pound	\$3.00 per pound
48. Circular Bulbs and U Tubes	Recycling- CFL2	Per Pound	\$4.00 per pound
49. Sodium Vapor Lamps	Recycling- CFL4/5	Per Pound	\$4.00 per pound
50. Metal Halide Bulbs	Recycling- CFL4	Per Pound	\$4.00 per pound
51. Gel Cell Lead Acid Batteries	Recycling- LBLA	5 Gallon	\$78.90
		10 Gallon	\$157.80
		30 Gallon	\$197.25
		55 Gallon	\$263.00
52. Fire Extinguishers	Recycling- LCY2	30 Gallon	\$439.50
		55 Gallon	\$586.00
53. Propane Tanks	Recycling-LCY1	<1-Gallon-CYLE	\$12 per cylinder
		1-Gallon-5-Gallon CYSM	\$55 per cylinder
		55 Gallon dm<gallon	\$392.00
54. Sharps	Incineration/Treatment- D20X	*5 Gallon	\$117.60
		*10 Gallon	\$235.20
		*30 Gallon	\$294.00
		*55 Gallon	\$392.00
55. Used Oil	Recycling- A31	55 Gallon	\$90.00

****Unless specified, minimum container cost is \$see pricing conditions per drum. Overpack drums will be charged \$per materials pricing if packaging materials provided by Contractor. Any overpack that is shipped will also incur an additional \$ 50.00 handling charge.***

TRANSPORTATION PRICING	
Service Description	Cost Per Unit
Transportation and disposal of SB20/50 (E-Waste) approved material	\$ 0.10 per pound
Transportation and disposal of other material not covered under SB20/50 (E-Waste)	\$0.60 per pound
Mobilization for E-waste Mobile collection	\$53.00 per hour per person
Truck and Driver for event pickups: This transportation charge will apply to ALL waste pickups.	\$119.00 per hour portal to portal. Seventy-two (72) hour advanced notice for cancellation required. Cancellations prior to seventy-two (72) hour notice subject to \$500 fee.
Up to two (2) each eight (8) hour annual refresher training for up to fifteen (15) students per year	\$ cost + fifteen (15) %. Note: A written class roster is required thirty (30) days in advance to schedule courses.

TEMPORARY EVENT PRICING		
Temporary Event Schedule		
Mobilization and Supplies	Hourly Rate	Classification Needed
1-50 cars	\$900.00	Per mobilization. Rate includes mobilization and setup of supplies for up to fifty (50) cars (plastic sheeting, tents, tables, carts, signage and emergency safety equipment, forklift if needed, port-a-potties if needed).
51-100 cars	\$1,800.00	Per mobilization. Rate includes mobilization and setup of supplies for up to one hundred (100) cars (plastic sheeting, tents, tables, carts, signage and emergency safety equipment, forklift if needed, port-a-potties if needed).
101-150 cars	\$2,700.00	Per mobilization. Rate includes mobilization and setup of supplies for up to one hundred and fifty (150) cars (plastic sheeting, tents, tables, carts, signage and emergency safety equipment, forklift if needed, port-a-potties if needed).
Hourly Onsite Labor	Hourly Rate	Classification Needed
Project Manager/Chemist	\$69.00	All labor will be billed hourly and on a portal to portal basis. Quoted rate is effective for the first eight (8) hours in a work day. Time after first eight (8) hours up to twelve (12) hours will be billed at one and a half (1.5) times the quoted rate. Time over twelve (12) hours will be billed at double the quoted rate during the same work day.
Technician	\$53.00	All labor will be billed hourly and on a portal to portal basis. Quoted rate is effective for the first eight (8) hours in a work day. Time after first eight (8) hours up to twelve (12) hours will be billed at one and a half (1.5) times the quoted rate. Time over twelve (12) hours will be billed at double the quoted rate during the same work day.

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.

Other Pricing Information

1. **Materials Pricing.**
 - 3.1 Due to the volatility of the materials market, Supply items, such as: empty drums, hose, PPE, and liners, will be priced at the time they are requested.
2. Profiles submitted electronically through Contractors' Online Services will be approved at no charge. Approval of hard copy (paper) profiles will be charged at \$75 each.
3. All approved ("Approved") waste streams are coded with Contractors' Waste Classification Codes (WCCs), which define the specifications for drummed, containerized and bulked wastes. Wastes that are received not conforming to these specifications may be subject to additional costs. A completed waste profile sheet, as well as a sample, representative analysis and/or Safety Data Sheet (SDS) must be submitted prior to approval and scheduling.
4. Lab Pack rates do not include explosive or potentially explosive, radioactive, temperature sensitive or infectious materials. Contractor reserves the right to decline to accept for disposal any waste materials which, in its reasonable judgment, it cannot dispose of in a lawful manner or without a risk of harm to public health or the environment, or for which no legal means of disposal exists. Contractor will provide separate quotations for any potential high- hazard work (i.e. peroxidized ethers, explosives, cylinders, etc.) upon request.
5. Some bulk waste streams require a sample prior to acceptance and approval. Final pricing for bulk waste streams will be determined from actual samples and/or trial loads. Specifications for bulk waste streams will be individually defined but will generally follow the same specifications as the containerized (i.e., drummed, lab packed, etc.) wastes.
6. All pricing presented in this contract is based on Contractors' ability to utilize our approved network of audited TSDFs. If the number of sites approved by County is reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced.
7. Except where specifically quoted otherwise in Exhibit A, the following conditions will govern the way Contractor invoices waste disposal for odd size shipping containers. Drum sizes or container types not covered herein will be quoted case-by-case.

10.1 Disposal Pricing Conversions – Pricing for container sizes other than 55-gallon will be extrapolated as follows:

Container Size	Container Multiplier*
5 gallon or less	55-gallon price x 0.30 (or minimum charge listed below whichever is greater)
6 gallon – 20 gallon	55-gallon price x 0.60 (or minimum charge listed below whichever is greater)
21 gallon – 30 gallon	55-gallon price x 0.75 (or minimum charge listed below whichever is greater)
31 gallon – 55 gallon	55-gallon price x 1.00
56 gallon – 85 gallon (overpacks)	55-gallon price x 1.45
Pallets or cubic yard flexbins	55-gallon price x 3.50
Tote (<300 gallon)	55-gallon price x 5.00
Tote (300 - 375 gallon)	55-gallon price x 6.30

10.2 Minimum Container Charges – If the extrapolated rate above is less than the corresponding Minimum Charge in the table below, the Minimum Charge will take.

Waste Description	Minimum Charge
Electronics	\$15.00
Fuels, Solvent Reclamation, Non-Hazardous Landfill, Oil (non-PCB), Non-RCRA Pharmaceuticals, OneContainer™ Pharmaceuticals (RXMX), Waste-to-Energy	\$40.00
PCB Oil Dechlorination, Transformer Reclamation, Empty Drum Incineration	\$50.00
Clean Extraction System, Batteries (except lithium and mercury), Hazardous Landfill, Wastewater Treatment (light), Lab Pack for Fuel, Lab Pack for Aqueous Treatment, Lab Pack for Landfill	\$65.00
Incineration Liquids, Lightweight Incineration Solids, Biohazardous, PCB Landfill, Corrosive Fuels, Solid Fuels, Lab Pack for Incineration, Lab Pack for Stabilization, RCRA/Universal Waste Pharmaceuticals	\$85.00
Incineration Solids, Oxidizers, A99s (except reactives and direct burns), PCB Incineration, Wastewater Treatment (heavy), Canadian Landfill, NORM Waste, RCRA- Infectious, TSCA-Infectious, Broken Bulbs Recycling	\$140.00
Lab Pack Reactives, Profiled Reactives, Direct Burns	\$200.00
DEA Controlled Substances (non-RCRA), Lithium Batteries	\$250.00
Mercury for Incineration, Lab Packs Mercury for Incineration	\$385.00
RCRA-Regulated DEA Controlled Substances	\$400.00
Mercury Batteries, Mercury-Containing Devices or Debris for Retort, Lab Pack Mercury-Containing Debris or Devices for Retort, Lab Pack Mercury Compounds/Salts/Solutions for Retort	\$440.00

Reactive Lithium Compounds, Elemental Mercury	\$550.00
Reactive Alkali Earth Metals for Incineration	\$550.00
Mercury Compounds/Salts/Solutions for Retort	\$665.00
DEA Controlled Lab Packs for Reverse Distribution	\$870.00
Bulbs /Lamps	\$65.00 per WCC, per shipment
Empty Drums Empty PCB Drums	5-gallon \$15.00 ≤ 20-gallon \$20.00 > 20-gallon \$40.00

8. Cancellation of a scheduled waste pickup with less than seventy two (72) hours notice will incur a \$500.00 cancellation fee.
9. Transportation Demurrage Schedules

12.1 Drummed Waste – The amount of time required by Contractors' driver to load drums at a single stop is built into our transportation rates. As the number of drums to be loaded increases, the amount of loading time allocated increases. The table below outlines Contractors' sliding scale of "free" loading time versus the number of drums being loaded. Onsite time more than the free allocated loading hours below will be charged demurrage.

Number of Shipping Containers Loaded Per Stop	Free Loading Hours Allocated
≤ 10	0.50
11 to 15	0.75
16 to 25	1.00
26 to 35	1.25
36 to 45	1.50
46 to 50	1.75
51 to 80	2.00

The demurrage rate for Vans, Box Trucks and Flat-Bed Trailers is \$115.00/hour.

12.1.1 For conforming waste, demurrage only to be charged after one (1) hour on the generator's site.

12.1.2 Unloading demurrage will not be charged for wastes being delivered to Contractors' plants, unless a very significant generator-caused problem develops, such as improperly identified or non-conforming waste or a chemical release because of a failed container.

10. County must agree to accept return of radioactive waste as the result of a regulatory action at a designated receiving facility or as a result of misrepresentation of the waste on the part of the County. Contractor will work with County to minimize costs associated with return of waste.
11. Contractor requires free and easy access to each pickup site. Drums/containers must be in DOT shippable condition.
12. Reactive alkali metal compounds should typically be packaged in metal outer containers no larger than 5 gallons in size. The inner contents must be less than 5 pounds of reactive metal or less than 20 pounds of reactive batteries in rigid poly containers. Reactive metals and batteries must be packaged under oil. Requests to manage these materials in larger inner charge sizes or larger outer container sizes will be handled on a case by case basis.
13. Prices for PCB items are only effective if the items are received within 9 months of the out of service date (OSD). Out of Service Date (OSD) for PCB incinerables should be clearly identified in Section 14 of the manifest. Prices for OSD's exceeding 9 months will be billed as follows:
 - 16.1 Received over 9 months – 1.25 x base price
 - 16.2 Received over 10 months – 1.50 x base price
 - 16.3 Received over 11 months – 2.00 x base price
14. Compressed Gas Cylinder Conditions
 - 17.1 Certain high hazard and extremely reactive cylinders will be handled case-by-case including chlorine dioxide, xenon difluoride, pentaborane, tetrafluorohydrazine, hydrogen cyanide anhydrous, fluorine >5%, sodium potassium alloy, potassium, sulfur trioxide, bromine pentafluoride, bromine trifluoride, chlorine pentafluoride, chlorine trifluoride, trifluoromethyl peroxide, trifluoromethylhypofluorite, xenon dioxide, xenon hexafluoride, xenon tetrafluoride, bis (trifluoromethyl) peroxide, hydrazine, methyl hydrazine, oxygen difluoride.
 - 17.2 Zone A cylinder transportation (as required) will be quoted case-by-case and will be billed in addition to disposal.
 - 17.3 Cylinders required to be returned to the generator after processing must be properly labeled to indicate "Return to Generator" and have operable valves. Return transportation will be quoted case-by-case.
 - 17.4 Cylinders without original stenciling, labels and/or tags will be subject to an additional analysis charge.
 - 17.5 Cylinders with inoperable valves may be subject to rejection or may be charged an additional handling fee of \$450.

17.6 Cylinders with a stuck/ rusted valve cap will be subject to a \$55.00 stuck cap charge.

17.7 Cylinders must in DOT-shippable condition.

17.8 Cylinders with greater than 5% solids maybe subject to surcharge or rejection.

17.9 All ½ ton, 1 ton and larger cylinders will be quoted by case-by-case. These cylinders are subject to a connect and disconnect fee of \$ 1,800.00 each. If scrapping or disposal of the cylinder carcass is required, additional charges will be quoted individually.

17.10 All cylinders require an approved cylinder evaluation sheet and leak test for final.

17.11 Phosgene leak test will be quoted case-by-case.

17.12 Cylinder pricing offered in this proposal is contingent upon approval of the Contractor, LaPorte, TX transfer, storage and disposal facility.

Cylinder Sizes	
Lecture (CYLE) -	Up to 3" dia. and 13" length or 4" dia. and 10" length
Small (CYSM) -	Up to 4" dia. and 24" length
Medium (CYME) -	Up to 12" dia. and 36" length
Large (CYLG) -	Up to 16" dia. and 56" length
Extra Lrg (CYXL) -	Up to 20" dia. and 64" length
½ Ton (CYHT)* -	Up to 30" dia. and 52" length or 20" dia. and 82" length
Ton (CYTN)* -	Up to 24" dia. and 94" length or 30" dia. and 82" length

15. Pricing is based on the current market capacity, conditions and Government regulations. If a significant market-wide pricing, capacity or regulatory change affects our pricing, Contractor will document such changes and approach County to re-negotiate pricing.

16. PaintCare-Contractor will accept paint waste acceptable into PaintCare at no charge to the County as long as the PaintCare stewardship and provider reimbursements remain in place.

17. SB20/50 covered e-waste pricing offered is contingent upon the continuance of reimbursements from the State of California at current rates or higher to e-waste recyclers.

18. Overpacked drums with the drum inverted will be subject to a \$50.00 inverted drum fee. If waste must be overpacked upon receipt at a Contractors' plant, an overpack fee of \$350.00 will be invoiced.

19.

20. Fees & Taxes

22.1 On June 30, 2018, the US EPA activated the E-Manifest system. The EPA will charge the receiving treatment, storage and disposal facility (TSDF) a fee per manifest. To cover

the cost of the E-Manifest, Contractor will charge \$20 per manifest on every invoice effective October 1, 2019.

Clean Harbors Waste Classification Codes (WCC)		
WCC	Classification Description	Specifications
A22K	Low Btu Organic Liquid	<p>DRUM SPECIFICATIONS:</p> <p>PH 2-14, no D002 Acids allowed</p> <p>Ammonia less than 10 percent</p> <p>Source of PCB <50 ppm</p> <p>Heating value less than 5000 BTUs per pound</p> <p>Less than 5 percent organic halogens</p> <p>Less than 5 percent Sulfur</p> <p>Viscosity less than 150 centipoise</p> <p>Must not set-up in water or with organic solvents</p> <p>Less than one inch of solids in the drum</p> <p>No pesticides</p> <p>PRIMARY DISPOSAL METHOD: DESTRUCTION</p> <p>INCINERATION BULK SPECIFICATIONS:</p> <p>Heating value less than 2000 BTUs per pound</p> <p>Metals within normal feed limits</p> <p>PH 4-11, no D002 Acids allowed</p> <p>Chlorine less than 5 percent (US incineration)</p> <p>Chlorine less than 2 percent (Canada incineration)</p> <p>Iodine less than 0.5 percent</p> <p>Fluorine less than 0.5 percent</p> <p>Bromine less than 0.5 percent</p> <p>Sulfur less than 3 percent</p> <p>No pesticides or level A requirements</p> <p>Na/K/Mg/P each less than 0.5%</p> <p>Ash less than 5%</p> <p>Settleable solids less than 5% (US incineration)</p> <p>Settleable solids less than 15% (Canada incineration)</p> <p>Viscosity less than #4 fuel oil</p> <p>Must not set-up with water or with organic solvents</p> <p>PRIMARY DISPOSAL METHOD: DESTRUCTION</p> <p>INCINERATION</p>
A31	Specification Oils	<p>Solids Content less than 6%</p> <p>Ash less than 5%</p> <p>Non-detectable concentration of PCB's (i.e. <2ppm MDL)</p> <p>VOCs less than 1% if lighter than mineral spirits</p> <p>Less than 10% medium boiling hydrocarbons</p> <p>Less than 90% high boiling hydrocarbons</p> <p>Viscosity less than 1,000 CPS</p> <p>Organic Chlorine (organic phase) less than 5,000 PPM</p> <p>Flashpoint greater than 141F</p> <p>PH = 4 - 11</p> <p>For drum shipments: less than 10 percent water Caustic Coagulation Must pass</p> <p>Silicon less than 200 PPM</p> <p>Phosphorous less than 1,500 PPM if material < 30% water</p> <p>Phosphorous = 150 PPM if material > 30% - = 70% water</p> <p>Vanadium less than 5 PPM</p> <p>PRIMARY DISPOSAL METHOD: OIL RE-REFINING</p>

Clean Harbors Waste Classification Codes (WCC)		
B34	Non-Hazardous Coolants	<p>PH between 3-11 Flash point greater than 140°F Does not set-up with oil or water Not a RCRA hazardous waste Less than one inch of solids in drum No pesticides PCB's non-detectable PRIMARY DISPOSAL METHOD: WASTEWATER TREATMENT</p>
B35	Glycols	<p>Ethylene glycol Minimum yield 25% Must be non hazardous PH 3-11 Flash point greater than 140°F Less than 1 inch solids in drum No pesticides Less than 5 percent oils PCB's non detectable Must be amenable to aqueous treatment Must be compatible with oil and water PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CBP	Solids To Hazardous Landfill	<p>Source of PCB < 50 ppm Must not be prohibited from landfill Must not require stabilization or encapsulation PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL</p>
CBPS	Semi-Solids To Hazardous Landfill	<p>Source of PCB < 50 ppm Must not be prohibited from landfill Must not require stabilization or encapsulation PRIMARY DISPOSAL METHOD: SOLIDIFICATION/SECURE CHEMICAL LANDFILL</p>
CFL1	Mercury Bulbs For Reclamation	<p>Less than 5 percent broken bulbs Intact 4 foot or 8 foot bulbs Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL2	Misc. Mercury Bulbs For Reclaim	<p>Misc. shaped bulbs containing mercury for reclaim U tubes, Circular, Incandescent, Quartz, Halogen, LED Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury No D003 bulbs PRIMARY DISPOSAL METHOD: RECLAMATION</p>

Clean Harbors Waste Classification Codes (WCC)		
CFL3	Mercury Bulbs For Stabilization	Intact 4 foot or 8 foot bulbs Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury
CFL4	Misc. Mercury Bulbs For Reclaim	Misc. shaped bulbs containing mercury for reclaim Limited to Shattershields, HID, Hg vapor, High pressure Sodium, Metal halides Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury
CFL5	Low Pressure Sodium Lamps For Reclaim	Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL6	Uv Lamps For Reclaim	Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL7	Xenon Arc Lamps For Reclaim	Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL8	Compact Fluorescent Lamps For Reclaim	Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CHBD	PCB Ballasts >50PPM For Reclaim	Must be non-leaking Must be intact Less than 9lbs/ballast <500ppm PCB PRIMARY DISPOSAL METHOD: RECLAIM BALLASTS
CHBI	PCB Ballasts For Incineration	U.S. TSCA regulated light ballasts only, no conduit or pipe PRIMARY DISPOSAL METHOD: INCINERATION
CHBL	PCB Ballasts Or Capacitors For Landfill	Less than three pounds of PCB's in each unit Less than 9 pounds gross weight Must be non-leaking Must be intact PRIMARY DISPOSAL METHOD: TSCA LANDFILL
CNIA	Asbestos Waste	No free flowing liquid Wetted and double bagged Must be able to pass (paint filter/penetration) tests No pesticides, herbicides or cyanides PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL

Clean Harbors Waste Classification Codes (WCC)		
COF	Oil Filters For Reclamation	Oil filters for reclamation PRIMARY DISPOSAL METHOD: RECLAMATION
D2OX	Regulated Medical Waste Sharps	Regulated Medical waste sharps Includes: hypodermic needles, syringes, Pasteur pipettes, scalpel blades, blood vials, and needles Less than 3 gallons free liquid Requires packaging in rigid containers Package to Contractors Medical Waste Packaging Guidelines PRIMARY DISPOSAL METHOD: INCINERATION or AUTOCLAVE
D23	Empty Drums	Must meet definition of empty Must not have a U.S. EPA waste code Source of PCB < 50 ppm
ECEW	CA Covered E-Waste for Reclamation	CA Covered E-Waste for Reclamation PRIMARY DISPOSAL METHOD: RECLAMATION
EEE	Equipment for Reclamation	Computer keyboards and terminals Misc. equipment (compressors, machinery, refrigeration units) Refrigeration units limited to Freons only, no Ammonia Other miscellaneous equipment PRIMARY DISPOSAL METHOD: RECLAMATION
FB1	Liquid For Fuel	Example: paint thinner, solvents Less than 4 inches of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 10,000 BTU's No pesticides No debris Low viscosity (e.g. thinners) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION BULK SPECIFICATIONS: Less than 5 percent water Greater than 10,000 BTU Less than 2 percent halogens Source of PCB < 50 ppm Must be compatible with fuel stock and storage tanks PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION
FB2	Liquid Fuel With Solids	Less than 12" of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 5,000 BTU's No pesticides No debris Medium viscosity (e.g. motor oil) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION

Clean Harbors Waste Classification Codes (WCC)		
FB3	Semi-Liquid For Fuel	<p>Less than 36" of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 5,000 BTU's/lb No pesticides No debris High viscosity (e.g. molasses) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>
FB3R	Latex & Alkyd Paint For Recycling	<p>Examples: latex based paints and caulks, alkyd-based paints Liquids, semisolids, solids No auto paint, epoxies, resins, adhesives, marine paint No plasticizers, creosote, wood preservatives No rubber-based cement, dioxins, PCBs PRIMARY DISPOSAL METHOD: RECLAMATION</p>
LBBGB	Small Sealed Cell Batteries and Portable Electronics for Rec	<p>(US): No Hazardous Waste allowed Must be acceptable for shipment via FedEx Ground Batteries must be intact Batteries must be protected from short-circuiting If tape is used, clear packing tape is suggested Limit of 43 pounds per box Limit of 10 pounds of Primary Lithium per box No liquids allowed No primary Lithium batteries with > 25 grams of lithium Follow instructions included with box.</p>
LBD1	Alkaline Dry Cell Batteries For Reclamation (Mercury Free)	<p>Flashlight and alkaline batteries that are mercury free alkaline, carbon zinc PRIMARY DISPOSAL METHOD: RECLAMATION</p>
LBD2	Ni-Cad Batteries Wet Or Dry For	<p>Wet or dry cell nickel cadmium batteries PRIMARY DISPOSAL METHOD: RECLAMATION</p>
LBD3	Nickel Metal Hydride Batteries For Reclamation	<p>Nickel metal hydride batteries PRIMARY DISPOSAL METHOD: RECLAMATION</p>
LBLA	Lead Acid Batteries For Reclamation	<p>Example: car battery, lead acid gel cell battery Refer to LP guidelines for additional information</p>
LBR	Lithium Batteries For Incineration	<p>All batteries must be sealed/non-leaking & insulated Refer to LP guidelines for additional information</p>
LBRU	Damaged, Defective, and Recalled (DDR) or Intact Lithium Batteries For Incineration	<p>All batteries/cells must be insulated CH HHRG approval required Refer to Lithium battery packing guidelines PRIMARY DISPOSAL METHOD: INCINERATION</p>

Clean Harbors Waste Classification Codes (WCC)		
LCCD	Labpack Material Kiln Ready For Incineration	Kiln ready lab packs No large metal pieces (rebar) Not TSCA regulated Light weight debris Reactive cyanides less than 250 ppm Reactive sulfides less than 500 ppm No air or water reactives PRIMARY DISPOSAL METHOD: INCINERATION
LCCRA	Labpack Acid & Acid Compatibles For Incineration	Example: arsenic acid, hydrochloric acid/freon waste, etc. PH between 0-7 Container size max - 5 gal PCB's less than 50 ppm, inorganic mercury less than 260 PPM Refer to LP guidelines for additional information
LCCRB	Labpack Basic & Basic Compatibles For Incineration	Example: cyclohexyl amine, thiourea, nickel cyanide, etc. PH between 7-14 Container size max - 5 gal PCB's less than 50 ppm/inorganic mercury less than 260 PPM Refer to LP guidelines for additional information
LCCRC	Labpack Organics For Incineration	Example: butyric acid, aldrin, endosulfan, etc. Container size max - 5 gal Flash point greater than 140°F PCB's less than 50 ppm/inorganic mercury less than 260 PPM Refer to LP guidelines for additional information
LCCRD	Labpack Flammables For Incineration	Example: allyl bromide, pyrrolidone, isocyanates, etc. Container size max - 5 gal Flash point less than 140°F PCB's less than 50 ppm/inorganic mercury less than 260 PPM Refer to LP guidelines for additional information
LCCRI	Labpack Required To Be Packaged Alone Per Dot	Lab packed material required per D.O.T. to be packaged alone for incineration
LCCRN	Labpack Non-Hazardous For Incineration	Example: off-spec/outdated commercial products, latex paint, soaps, etc. No hazardous characteristics No asbestos/fiberglass Refer to LP guidelines for additional information
LCCRO	Labpack Oxidizers For Incineration	Example: lead peroxide, hydrogen peroxide, etc. Container size max - 5 gal PCB's less than 50 ppm/mercury less than 260 PPM Refer to LP guidelines for additional information
LCCRQ	Aerosols For Incineration	Example: Spray paints, pesticide aerosols, freon aerosols, etc. No cylinders or lecture bottles No F027 aerosols Refer to LP guidelines for additional information Follow DOT regulations for packing guidelines Must be packaged in metal containers per NFPA

Clean Harbors Waste Classification Codes (WCC)		
LCCRR	Labpack Reactive Acid & Acid Compatibles For Incineration	<p>Reactive lab packs</p> <p>Specific reactive parameters listed below:</p> <p>LCCRRA-pH between 0-7, max 1 gal (call in when large quantity of material is encountered)</p> <p>LCCRRB-pH between 7-14, max 1 ga; (call in when large quantity of material is encountered)</p> <p>LCCRRC-pH between 0-7, flash point greater than 140°f, maximum 1 gallon</p> <p>LCCRRD-pH between 0-14, flash point less than 140°f, maximum 1 gallon (maximum 4oz for organic nitrates)</p> <p>LCCRRO-max 1 gal (call in when large quantity of material is encountered)</p> <p>LCCRRI/LCCRRQ-refer to LP guidelines for additional information</p> <p>PRIMARY DISPOSAL METHOD - INCINERATION</p>
LHG1	Elemental Mercury for Treatment/Stabilization	<p>Example:</p> <p>Mercury Metallic</p> <p>Beth App must be approved</p>
LCHG2	Labpack Mercury Devices / Mercury Debris for Retort	<p>Examples: mercury thermometers, contaminated debris with metallic mercury</p> <p>Check acceptable materials list</p> <p>Refer to LP guidelines for additional information</p>
LCHG3	Mercury Batteries For Retort	<p>Examples: Alkaline dry cell, Carbon Zinc, Silver oxide</p> <p>Refer to LP guidelines for additional information</p>
LCGH4	Labpack Mercury Salts And Solutions For Ret	<p>Mercury salts and solutions: mercuric chloride, COD vials</p> <p>Refer to LP guidelines for additional information</p>
LCY1	Propane Cylinders For Recycling	<p>Refer to LP guidelines for additional information</p> <p>Greater than 5% solids maybe subject to surcharge</p>
LCY2	Refrigerant Gases Or Fire Extinguishers For Recycling	<p>Specifications to be quoted case-by-case</p> <p>Greater than 5% solids maybe subject to surcharge</p>
LCY3	Acetylene (For Recycle)	Greater than 5% solids maybe subject to surcharge
LCY4	Inert Or Calibration Gas Cylinders For Disposal	Greater than 5% solids maybe subject to surcharge
LCY5	Lecture and small cylinders ONLY for standard hydrolysis	Greater than 5% solids maybe subject to surcharge
LCY6	Non-Liquified material for standard incineration	Greater than 5% solids maybe subject to surcharge

Clean Harbors Waste Classification Codes (WCC)		
LFB1	Labpack For Fuels Blending	Example: Acetone, Oil, Glycols, Paint Thinner, etc. PH between 4-10 & must be pourable Less than 260 ppm mercury Less than 50 ppm PCB's No Pesticides/Herbicides/Debris No malodorous compounds (mercaptans, amines, etc.) Container Size - 8 oz - 5 gal Refer to LP guidelines for additional information PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION
LLF	Labpack For Landfill	Non-RCRA lab packed chemicals for landfill Maximum 5 gallon internal container size No infectious or other biological material See lab pack guidelines for additional specifications PRIMARY DISPOSAL METHOD: LANDFILL
LPTN	Non-Processable Paint & Paint Related Mtrl F	PAINTS NOT SUITABLE FOR COMPACTION FOR DESTRUCTION INCINERATION Glass containers are acceptable No pesticide like cresoste No PCB D001/D004-D008, D010, D011
LPTP	Processable Paint & Paint Related Mtrl For Fuel/Incineration	PAINTS SUITABLE FOR PROCESSING AT A CHI FACILITY No glass containers no solid paints No PCB No pesticides like creosote D001/D004-D008, D010, D011
LRCT	Labpack Reactives For Incineration	Example: organic peroxides, water reactives, etc. Container size limitations vary by specific waste type Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LRCTD	Labpack Reactive Flammables For Incineration	Example: picric acid, sodium hydrosulfite, etc. Container size limitations vary by specific waste type Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LRCTO	Labpack Reactive Oxidizers For Incineration	Example: organic peroxides, perchloric acid, etc. Container size limitations vary by specific waste type Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION
LRCTQ	Labpack Reactive Compressed Gas Cartridge For Incineration	Example: lighters, ethylene dioxide, carbon dioxide Container size limitations vary by specific waste type Source of PCB < 50 ppm Mercury less than 260 PPM Packaged Per Lab Pack Guidelines PRIMARY DISPOSAL METHOD: INCINERATION

Clean Harbors Environmental Services, Inc.

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Member of the Board of Supervisor(s) of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract.

A list of El Dorado County Board Members can be found at <https://www.edcgov.us/Government/BOS>. Proposers are responsible for accessing this link to review the names prior to answering the following questions.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

YES NO

If yes, please identify the Board of Member(s) by name: _____

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any Member of the Board of Supervisors in the three months following any Board action related to this contract?

YES NO

If yes, please identify the Board Member(s) by name: _____

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

01/03/2023

Date

Thomas F. Fay III

Thomas F. Fay III (Jan 3, 2023 08:39 PST)

Signature of authorized individual

Clean Harbors Environmental Services, Inc. Thomas F. Fay, III-Vice President Northern District CA

Type or write name of company

Type or write name of authorized individual