



- A.3 Program Contractor – Any person designated by Contractor and approved by SBCFPD, responsible for Contractor’s work.
- A.4 Program Manager – The SBCFPD employee responsible for the administration of SBCFPD Household Hazardous Waste Program as designed by SBCFPD’s Office of the Fire Marshal.
- A.5 Fixed/Permanent Site(s) or Fixed/Permanent SBCFPD Collection Sites – Permanent Household Hazardous Waste Collection Facilities located throughout the entire County of San Bernardino.
- A.6 City/Cities/Community Services District – Local Jurisdictions that contract with SBCFPD for HHW management services.
- A.7 Temporary HHW Collections – One-day collections as defined in the California Health and Safety Code 25218.1 (q). All waste and equipment are removed at the end of the collection period. These collections happen a few times per year.
- A.8 Household Hazardous Waste/HHW – As defined in the California Health and Safety Code section 25218.1 (e), this term includes hazardous waste generated incidental to owning or maintaining a place of residence it does not include waste generated by virtue of owning or operating a business concern at a residence.
- A.9 Very Small Quantity Generator (VSQG) – Businesses that generate no more than 27 gallons or 220 pounds of hazardous waste, or 2.2 pounds of extremely hazardous waste per month.
- A.10 San Bernardino Central Processing Facility – Fixed SBCFPD collection site located near San Bernardino International Airport.
- A.11 SBCFPD – San Bernardino County Fire Protection District
- A.12 HHW Disposition Services – The services described in this Agreement to be performed by Contractor relative to collecting, transporting, storing, disposing, and recycling of hazardous waste collected by SBCFPD HHW Program.

**B. CONTRACTOR RESPONSIBILITIES**

**B.1 Scope of Work**

The SBCFPD does hereby engage Contractor to perform under the terms and conditions of this Contract all required services relative to collecting, transporting, storing, disposing, and recycling of hazardous waste collected by the SBCFPD’s HHW Program, as further detailed below and as described in RFP No. FPD126-OFM-6161.

**Services Related to Permanent Collection Sites:**

Contractor shall transport and/or recycle/treat/dispose of over-pack, lab-pack, and bulk drums of hazardous waste (including Resource Conservation and Recovery Act (RCRA) waste and Very Small Quantity Generator (VSQG) hazardous waste) from any of the permanent SBCFPD collection sites to a designated, licensed, treatment, storage or disposal facility (TSDF) as appropriate for the waste being hauled. Most shipments may originate from the San Bernardino site, occasionally there may be a need to transport waste directly from a satellite facility. Additionally, if required the Contractor shall provide, upon request, up to five (5) personnel to help on weekend operations for SBCFPD satellite collection sites, within the term of the contract, in any location throughout San Bernardino County (County).

**Services Related to Special Handling Waste:**

Contractor shall transport and/or recycle/treat/dispose of hazardous waste requiring special handling which may include: marine flares, fire extinguishers, gopher gases, fireworks, ammunition, road flares, solar panels, vaping devices, insulin cartridges (with needles, medication and battery), Refrigerant (Freon) cylinders, matches, Isopolycyanate (Part A&B Foam cylinders), N.O.S cylinders,

lab grade chemicals from any of the permanent SBCFPD collection sites to a designated, licensed, treatment, storage or disposal facility as appropriate for the waste being hauled. Most shipments may originate from the San Bernardino site and occasionally there may be a need to transport waste directly from a satellite facility.

**Services Related to Temporary Household Hazardous Waste (HHW) Collections:**

Contractor shall render services related to Temporary HHW collection sites which may include dropping off boxes, drums and absorbent at each site at a predetermined time on the collection day, loading full drums and boxes on the truck during the course of the day and transporting the containers of waste to the San Bernardino Central Processing Facility. Additionally, if required, Contractor shall provide fifteen (15) staff to unload vehicles, sort, package, and bulk waste.

**B.2 Background**

The County is geographically the largest County in the continental United States, covering 20, 160 square miles. The County borders Riverside, Los Angeles, Orange, Kern and Inyo counties and the states of Arizona and Nevada, with the northern end in the Mojave Desert. SBCFPD operates a comprehensive Household Hazardous Waste (HHW) collection program that includes the operation of one San Bernardino Central Processing Facility and 13 satellite permanent HHW collection facilities along with one Antifreeze, Batteries, Oil and Latex Paint (ABOP) facility and at least six temporary HHW collection facilities. The one-day events are held throughout the County, generally in the Spring and Fall. Additionally, SBCFPD operates a VSQG Program. The HHW Program serves all residents and qualified small businesses of the County.

Currently, SBCFPD staff performs the collection, categorization, packing and/or consolidation of all wastes collected. Wastes are categorized and packed at each individual collection center, additionally, wastes collected at one-day events are also brought back to the SBCFPD's central processing facility for consolidation and/or repacking. SBCFPD employees transport full containers back to the San Bernardino Central Processing Facility. These containers are stored at the Central Processing Facility until shipped for recycling, treatment or disposal. Every effort is made to recycle or reuse the waste and to ship to EPA approved facilities, which specialize in recycling the wastes. Asbestos and cement products are disposed of at an approved hazardous waste landfill. SBCFPD currently participates in the California Paint Stewardship Program and has an Agreement with PaintCare. SBCFPD sends all architectural paint through that program. The Proposer will be responsible for disposal of all paint and paint related materials.

**B.3 Current Waste Management Methods**

**B.3.1 Recycling:** Latex paint and latex sludge, used oil, used oil filters, antifreeze, propane/butane cylinders, elemental mercury, household batteries, lead-acid batteries, nickel-cadmium batteries, lithium batteries and Universal Waste lamps.

**B.3.2 Incineration/Fuel Incineration:** Aerosols, flammable liquids, flammable/combustible solids, toxic liquids and solids, oil/solvent base paint, and roofing tars.

**B.3.3 Treatment/Neutralization:** Mixed and/or organic acids, bases and some types of oxidizers

**B.3.4 Landfill:** Miscellaneous asbestos and cement products.

**B.4 Contractor Requirements**

Contractor agrees to:

**B.4.1** Transport all hazardous waste and special handling hazardous waste (unless SBCFPD chooses to transport waste) from any permanent or temporary HHW collection facility via a hazardous waste transporter who is licensed with the State of California Department of Toxic Substances Control and must have all necessary federal, state and local permits and approvals. Copies of these permits/licenses must be submitted with proposal. All drivers, vehicles and equipment used to transport program hazardous waste and special

handling hazardous waste shall be certified for use in handling and transportation of hazardous waste. Types of waste include, but are not limited to:

- Aerosols (paints, insecticides, cleaners, corrosives, oxidizers, oven cleaners, pepper spray)
- Asbestos (friable and non-friable)
- Asbestos fibered roof tar
- Ash
- Compressed gases
- Corrosive acids and bases liquids and solids
- CO2 cartridges
- Cyanides
- Devices with multiple hazards (needle, medication, battery)
- Elemental Mercury and mercury bearing compounds and devices
- Fertilizers liquids and solids (solids class 9)
- Fireworks
- Flammable/combustible liquids and solids
- Fluorescent, HD/Sodium vapor/UV/Neon/CFL lamps
- Gasoline and diesel (pump directly from tank)
- Gopher gassers
- Isopocyanate (Part A & B Foam Cylinders)
- Lighters
- Marine flares (aerial and hand-held)
- Matches
- Multi-function printers
- Non-PaintCare classified paint
- Non-RCRA wastes (fireworks ash, latex solids)
- Oil/Solvent base paints
- Organic Peroxide
- Oxidizer liquids and solids
- PaintCare and non-PaintCare related waste
- PCB waste including ballasts
- Pharmaceuticals (over the counter & non-controlled substance prescription)
- Propane, butane and compressed gas cylinders
- Refrigerants (cans and cylinders)
- Road flares
- Solar panels
- Toxic liquids and solids
- Universal Waste batteries (Alkaline, Lithium, Wet-Nicad, High-Watt Li-ion >300-Watt-hours)
- Universal Waste lamps
- Vaping devices
- Water reactives
- 1-lb non-refillable oxygen tanks

The following types of waste are usually managed under separate contractual agreements:

- Ammunition
- Automotive batteries
- Carbon monoxide detectors
- Cooking oil
- Damaged, Defective and Recalled (DDR) batteries
- Electronic waste
- Home generated sharps
- Ni-Cad batteries and lithium-ion

- Used antifreeze
- Used oil and oil filters
- Mercury thermostats
- Smoke detectors
- Smoke Signals
- Universal Waste Batteries (Ni-Cad, NiMH, Lithium Ion)

- B.4.2** Transport all hazardous wastes in accordance with all federal, state and local laws and regulations to pre-designated recycling, treatment or disposal facilities selected by SBCFPD and licensed by the resident state and the United States Environmental Protection Agency. Facilities that are located within the State of California must be approved by the California Department of Toxic Substances Control.
- B.4.3** Have the ability to transport five or more 40,000-pound truckloads of waste per month within a three-day notice from any HHW Program location within the County. A typical truckload may be as simple as a 2-line item manifest consisting of primarily combustibles and flammables, to a highly varied 25-27 line item manifest representing every hazardous waste category collected by the Program, to a truckload consisting of a variety of universal and/or non-regulated wastes. Prospective proposers must be able to accommodate each of these types of shipments. Manifest numbers must be provided 72 hours prior to shipment.
- B.4.4** Provide, upon request, up to 5 temporary workers to staff at any SBCFPD Household Hazardous Waste site or event, including emergency or short-term assignments. Include hourly and daily staff rates in the cost sheet.
- B.4.5** Provide shipping containers which meet current Department of Transportation standards and absorbent, if needed, to any or all of the collection centers within 24 hours of notification.
- B.4.6** Review manifests, packaging, marking and labeling of drums or containers and their inventory sheets for consistency with federal, state and local laws and regulations, and in accordance with the disposal facility's rules and regulations concerning hazardous wastes.
- B.4.7** Itemize cost per pound for each individual waste stream, transportation cost per container, driver time per hour, truck time per hour and supplies per unit on all invoices. Outline packing, management, waste codes and transportation requirements and methods for all waste streams.
- B.4.8** Pay all recycling, treatment or disposal costs and then invoice SBCFPD monthly. No credit memo accepted.
- B.4.9** All fees, charges, surcharges, and other costs must be clearly identified in Contractor's proposal and incorporated into this Contract. The contract price is full compensation for all costs necessary to perform the services. Contractor may not add, invoice, or seek payment for any fee, charge, surcharge, pass-through cost, or other amount not included in the proposal and Contract, including administrative, environmental, insurance, fuel, regulatory, disposal, or similar charges. Any unapproved cost is deemed included in the contract price and will not be paid unless approved by SBCFPD through a written amendment.
- B.4.10** Provide a Certificate of Destruction (COD), Recycling or Treatment for all wastes received at facilities and itemized by container within six months. The vendor must notify SBCFPD via e-mail if there is a delay in providing the COD. It's the responsibility of the vendor to keep track of the CODs that must be provided.

- B.4.11** Be responsible for the health and safety of contractor employees.
- B.4.12** Provide all personal protective equipment for contractor employees.
- B.4.13** Provide personnel trained in the safe handling and legal transportation of hazardous waste that meets or exceeds California Division of Occupational Safety and Health standards.
- B.4.14** Possess and maintain all applicable permits and licenses necessary in the performance of services required under this proposal. Vendor will provide copies of licenses upon request.
- B.4.15** Be an approved PaintCare provider and have a fully executed contract to provide supplies, transportation and disposal services. Ability to provide a 40-cubic yard roll off bin on site (with roof, plywood and a liner) to be used for Latex Paint disposal/shipping. Full roll-off bin should be picked up within 24 hours of notification. All PaintCare approved waste shall be received, packaged, labeled, transported and disposed of while following the same protocols and procedures of all HHW and VSQG waste received through the SBCFPD's HHW program. PaintCare must be billed directly for all disposal costs including but not limited to labor, transportation, and supplies.
- B.4.16** The Contractor must provide a profile for each waste stream. SBCFPD will review and either approve or reject each profile prior to acceptance, and profiles will only be reviewed again if there is a change to an existing waste stream or the addition of a new one.
- B.4.17** Provide detailed quarterly reports within 30 days after the end of each quarter and detailed annual reports 30 days after the end of each fiscal year. Upon request, calendar year reports must be provided within 45 days after the request. All reports must be in an acceptable format approved by SBCFPD.

**B.5 Preferred Packaging Containers**

The list below displays SBCFPD's typical waste streams and preferred packing types:

<b>Waste Stream</b>	<b>Current Packing Type</b>
Aerosols	Tri-wall box
Batteries	30/55-gallon poly/metal drums
Flammable Solids	55-gallon metal drum, tri-wall box
Corrosive Acids	30/55-gallon poly drum
Corrosive Bases	55-gallon poly drum
Cyanides	5-gallon poly bucket, 30-gallon poly drum
Fertilizers	55-gallon poly, tri-wall box
Flammable Liquid	55-gallon poly drum
Gasoline or Diesel (bulked)	55/85-gallon metal drum, 250-gallon container
Oil Filters	55-gallon metal drum
Oxidizers	5-gallon poly bucket, 30/55-gallon poly drum
Latex Paint	Tri-wall box, 40 Yard Roll-off bin
Oil Base Paint	Tri-wall box
Poison Liquids	55-gallon poly drum
Poison Solids	Tri-wall box
Mercury and Mercury Compounds	Bearing 5-gallon poly bucket, 30-gallon poly drum
Universal Waste Lamps	4/8-foot box, 30-gallon poly drum
Water Reactives	5-gallon poly bucket
Ballasts	30-gallon poly drum
Propane (<2 gal)	55-gallon poly drum

## **C. GENERAL CONTRACT REQUIREMENTS**

### **C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

### **C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and SBCFPD.

### **C.3 Contract Assignability**

Without the prior written consent of SBCFPD, the Contract is not assignable by Contractor either in whole or in part.

### **C.4 Contract Exclusivity**

This is not an exclusive Contract. SBCFPD reserves the right to enter into a contract with other contractors for the same or similar services. SBCFPD does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

### **C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

### **C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to SBCFPD; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by SBCFPD and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by SBCFPD, Contractor shall provide the results of the background check of each individual to SBCFPD. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet SBCFPD's hiring criteria, in SBCFPD's sole discretion, shall not be assigned to work on SBCFPD property or Services, and SBCFPD shall have the right, at its sole option, to refuse access to any Contract personnel to any SBCFPD facility.

### **C.7 Change of Address**

Contractor shall notify SBCFPD in writing, of any change in mailing address within ten (10) business days of the change.

### **C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

### **C.9 Compliance with SBCFPD Policy**

In performing the Services and while at any SBCFPD facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of SBCFPD regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of SBCFPD; and (d) abide by all laws applicable to SBCFPD facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in

subsections (b), (c), and (d) (collectively, "SBCFPD Policies"). SBCFPD Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a SBCFPD facility, electronic posting, or other means generally used by SBCFPD to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of SBCFPD Policies to Contractor personnel to the extent necessary and appropriate.

SBCFPD shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by SBCFPD in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to SBCFPD inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to SBCFPD. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 SBCFPD Representative**

The Fire Marshal or Deputy Fire Marshal shall represent the SBCFPD in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Directors (Board), then the Board must approve all amendments to this Contract, unless otherwise delegated.

**C.13 Damage to SBCFPD Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to SBCFPD vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, SBCFPD may make any necessary repairs. The Contractor, as determined by SBCFPD, shall repay all costs incurred by SBCFPD for such repairs, by cash payment upon demand, or SBCFPD may deduct such costs from any amounts due to the Contractor from SBCFPD, as determined at SBCFPD's sole discretion.

**C. 14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

### **C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for SBCFPD, on SBCFPD property, or while using SBCFPD equipment:

**C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

**C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the SBCFPD on SBCFPD property, or using SBCFPD equipment, of the SBCFPD's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the SBCFPD.

SBCFPD may terminate for default or breach of this Contract and any other Contract the Contractor has with the SBCFPD, if the Contractor or Contractor's employees are determined by the SBCFPD not to be in compliance with above.

### **C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

### **C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

### **C.18 Environmental Requirements**

In accordance with County Policy 11-08, SBCFPD prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. SBCFPD requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the SBCFPD whenever practicable.

To assist the SBCFPD in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report SBCFPD's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the SBCFPD, utilizing a SBCFPD approved form.

**C.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no SBCFPD officer or employee, whose position in SBCFPD enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of SBCFPD in an attempt to secure favorable treatment regarding this Contract.

SBCFPD, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of SBCFPD with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a SBCFPD officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, SBCFPD is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event SBCFPD determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify SBCFPD immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.23.1** Hazardous Waste Transporter licensed with the State of California Department of Toxic Substance Control.

**C.23.2** Federal, State and Local Permits and Approvals.

**C.23.3** All drivers, vehicles and equipment shall be certified for use in handling and transportation of hazardous waste.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, SBCFPD determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information

has been provided to SBCFPD, this Contract may be immediately terminated. If this Contract is terminated according to this provision, SBCFPD is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

**C.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to SBCFPD at the completion of work under the Contract. Unless otherwise directed by SBCFPD, Contractor may retain copies of such items.

**C.29 Participation Clause**

SBCFPD desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

**C.29.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**C.29.2** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. SBCFPD will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete

and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with SBCFPD may be made or used without prior written approval of the SBCFPD.

**C.34 Representation of the SBCFPD**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.36 Subcontracting**

Contractor shall obtain SBCFPD's written consent, which SBCFPD may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to SBCFPD. At SBCFPD's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by SBCFPD, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to SBCFPD for its subcontractors and shall indemnify SBCFPD for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.36.2** Ensure that the subcontractor follows SBCFPD's reporting formats and procedures as specified by SBCFPD.
- C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, SBCFPD will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with SBCFPD.

### **C. 37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or SBCFPD, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and SBCFPD further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for SBCFPD.

### **C.38 Termination for Convenience**

SBCFPD reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to SBCFPD and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

### **C.39 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

### **C.40 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

### **C.41 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and SBCFPD. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event SBCFPD determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by SBCFPD and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

### **C.42 Former County Administrative Officials**

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is

defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

SBCFPD reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. SBCFPD also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to SBCFPD. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.44 Reserved.**

**C.45 Reserved.**

**C.46 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**C.47 Prevailing Wage Laws**

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment

of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Section 1720 of the California Labor Code states in part: “For purposes of this paragraph, ‘construction’ includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work...” If the Services/Scope of Work are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold SBCFPD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with SBCFPD and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

**C.48 California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact SBCFPD immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of SBCFPD, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by SBCFPD unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to SBCFPD any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify SBCFPD if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

**C.49 Reserved.**

**C.50 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**

Contractor has disclosed to the County using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

**C.51 Reserved.**

**C.52 Reserved.**

**C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).**

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

**C.54 Use of Biobased Products (FAR 52.223-1)**

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

**C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)**

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for SBCFPD to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

**C.56 Reserved.**

**D. TERM OF CONTRACT**

This Contract is effective as of July 1, 2026, and expires June 30, 2031, but may be terminated earlier in accordance with provisions of this Contract.

**E. SBCFPD RESPONSIBILITIES**

**E.1** Provide information relating to facility requirements, locations and times of scheduled collections, and overall program scheduling.

**E.2** Notify the Contractor in writing of SBCFPD procedures required and name the SBCFPD representative authorized to act on its behalf. SBCFPD shall review documents submitted by the Contractor and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the HHW Program.

**E.3** Nothing in this agreement, nor any act or failure to act on the part of the SBCFPD, shall be construed as a waiver of a claim by SBCFPD for any defects or deficiencies in the service requested.

**F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment under this Contract shall not exceed \$4,000,000, and shall be subject to availability of other funds to the SBCFPD. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

**F.2** Contractor shall provide SBCFPD with itemized monthly invoices, arrears, for services performed under this agreement within twenty (20) days of the end of the previous month. SBCFPD shall

make payment to Contractor within (60) working days after receipt of invoice or the resolution of any billing dispute. Invoice must reflect both Agreement Number and applicable proposal number to initiate payment. Invoices are to be sent to the ordering department.

- F.3** SBCFPD shall compensate the Contractor based upon Contractor's invoice submitted, not more frequently than monthly and as approved by SBCFPD per work completed based on fixed rates note in Attachment E. In addition, hourly labor reports will be submitted and verified by SBCFPD for actual labor hours performed by contractor.
- F.4** Fees for services under the terms of this contract will be incurred during the contract period.
- F.5** Contractor shall accept all payments from SBCFPD via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by SBCFPD required to process EFT payments.
- F.6** SBCFPD is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The SBCFPD shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the SBCFPD pursuant to the Contract.
- F.7** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by SBCFPD. Contractor shall not use current year funds to pay prior or future year obligations.
- F.8** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from SBCFPD for, or apply sums received from SBCFPD with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of SBCFPD.
- F.9** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the SBCFPD. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SBCFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to SBCFPD's "active" as well as "passive" negligence but does not apply to SBCFPD's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming SBCFPD and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for SBCFPD to vicarious liability but shall allow coverage for SBCFPD to the

full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

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

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by SBCFPD.

**G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and SBCFPD or between SBCFPD and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to SBCFPD Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, SBCFPD has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by SBCFPD will be promptly reimbursed by the Contractor or SBCFPD payments to the Contractor will be reduced to pay for SBCFPD purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the SBCFPD. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the SBCFPD. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance

coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the SBCFPD, inflation, or any other item reasonably related to the SBCFPD's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

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

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

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

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

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Explosion, collapse and underground hazards.
  - e. Personal injury.
  - f. Contractual liability.
  - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined

single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

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

**G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.11.5** Reserved.

**G.11.6 Environmental Contracts**

a. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the SBCFPD without any restrictions.

b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

**G.11.7** Reserved.

**G.11.8** Reserved.

**H. RIGHT TO MONITOR AND AUDIT**

**H.1** SBCFPD, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with SBCFPD in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the SBCFPD.

**H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by SBCFPD representatives for a period of three years after final payment under this Contract or until all pending SBCFPD, State and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

**I.2** In the event of a non-cured breach, SBCFPD may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of SBCFPD; and/or

b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or

- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by SBCFPD those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the SBCFPD may proceed with the work in any manner deemed proper by SBCFPD. The cost to SBCFPD shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Fire Protection District  
 Household Hazardous Waste  
 2824 East W. Street  
 San Bernardino, CA 92415-0799

Clean Harbors Environmental Services, Inc  
 6920 Sycamore Canyon Blvd  
 Riverside, CA 92507

Notice shall be deemed communicated two (2) SBCFPD working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**L. ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[Signatures on next page.]

**IN WITNESS WHEREOF**, the SBCFPD and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Directors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD  
Lynna Monell, Secretary

By \_\_\_\_\_  
Deputy

Clean Harbors Environmental Services, Inc  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Marc McReynolds  
Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title SVP \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_  
Address 6920 Sycamore Canyon Blvd  
Riverside, CA 92507.  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Aaron Gest, Deputy County Counsel	► _____	► _____
Date _____	Date _____	Date _____

**ATTACHMENT A**  
**PREVAILING WAGE REQUIREMENTS**

**A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:**

**1. Determination of Prevailing Rates:**

Pursuant to California Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

**2. Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

**3. Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

**4. Ineligible Contractors:**

Pursuant to the provisions of Labor Code sections 1777.1 and 1771.1(o), the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <https://www.dir.ca.gov/dlse/debar.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

**5. Payroll Records:**

a. Pursuant to Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County and the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by

- the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
  - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due to the Contractor. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
  - c. At least monthly (at least once every 30 days), the Contractor and all subcontractors must submit electronic certified payroll records online to the Labor Commissioner, in a format prescribed by the Labor Commissioner. The County reserves the right to require Contractor and all subcontractors to submit certified payroll to the Labor Commissioner more frequently than monthly.
    - i. A contractor or subcontractor who fails to furnish electronic certified payroll records to the Labor Commissioner as required by Labor Code section 1771.4, is subject to a penalty by the Labor Commissioner of one hundred dollars (\$100) per day, until such payroll records are furnished, not to exceed a total penalty of five thousand dollars (\$5,000) per project.
    - ii. This requirement does not apply to public works projects \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work. However, the Contractor must still keep accurate certified payroll records and retain those records, as specified in Labor Code section 1776, for at least three years after completion of the work.

#### **6. Limits on Hours of Work:**

Pursuant to Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

#### **7. Penalty for Excess Hours:**

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

#### **8. Jobsite Notices**

This project is subject to compliance, monitoring, and enforcement by the DIR. As required by the DIR, Contractor is required to post jobsite notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

#### **9. Registration with the DIR (Labor Code section 1725.5)**

- a. Contractor must be registered with the DIR to bid or submit a proposal on this project, unless the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code sections 1771.1(a) and 1725.5(f).
  - i. An inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
    - 1) The subcontractor is registered prior to the bid opening.

- 2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee.
  - 3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- b. Contractor must be registered with the DIR (unless an exception applies) to be awarded a contract or perform any work on this project. No contractor or subcontractor may be awarded a contract for a public work project or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 (unless an exception applies).
- i. A contract entered into with any contractor or subcontractor in violation Labor Code section 1725.5 shall be subject to cancellation.
  - ii. If the Labor Commissioner determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with Labor Code section 1771.1, the contractor or subcontractor is subject to civil penalties of one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000), payable to the state. Contractor may also be subject to additional penalties, up to an additional \$10,000, for entering into a contract with an unregistered subcontractor.
  - iii. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered with the DIR, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until they are registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work. Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner shall be paid at their regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days. Failure of a contractor or subcontractor to observe a stop order issued and served upon them is guilty of a misdemeanor punishable by imprisonment in county jail up to 60 days or by a fine of up to ten thousand dollars (\$10,000), or both.
- c. To qualify for registration with the DIR, Contractor must meet all requirements listed in [Labor Code Section 1725.5](#).
- d. Registration with the DIR is not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

## **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

### **1. State Public Works Apprenticeship Requirements:**

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable trades or crafts (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training contributions for each apprenticeable hour employed on the Contract to either the local training fund or the California Apprenticeship Council; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exemption is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the prevailing rate of per diem wages for apprentices in the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Unless otherwise provided by a collective bargaining agreement, when the Contractor requests the dispatch of an apprentice to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, Contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.
- c. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training, or the rules and regulations of the California Apprenticeship Council.

### **2. Compliance with Labor Code section 1777.5 requires all public works contractors to:**

- a. Submit Contract Award Information (DAS-140) to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted must include the contractor's name, address, telephone number and state license number; the full name and address of the public work awarding body; the exact location of the public work site; the date of the contract award; an estimate of journeyman hours to be performed under the contract; the number of apprentices proposed to be employed; and the approximate dates the apprentices would be employed.
- b. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- c. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project— *it is not a request for the dispatch of an apprentice (to do this use DAS Form 142)*.
- d. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- e. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- f. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- g. Employ Registered Apprentices
  - i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft or trade must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman, not including overtime hours. If Contractor has agreed to be covered by an apprenticeship program's standards, Contractor must employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, which cannot be less than the 1 to 5 ratio required above.
  - ii. Contractor must attempt, to the greatest extent possible, to employ apprentices during the same time period that the journeyman in the same craft or trade are employed at the jobsite. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts or trades are denoted with a pound symbol "#" in front of the craft or trade name on the prevailing wage determination.
  - iii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
  - iv. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
  - v. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
  - vi. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
  - vii. Apprentices employed to fulfill the requirements of Labor Code section 1777.5 must be registered apprentices who are training under apprenticeship standards that include the work processes that the Contractor will perform on the project. Where a Contractor employs apprentices under the rules and regulations of the California Apprenticeship Council, apprentices must, at all times work under the direct supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- h. Make Training Fund Contributions
  - i. Contractors performing in apprenticeable crafts or trades on public works projects, must make training fund contributions to the California Apprenticeship Council, in the amount established by the Director of the Department of Industrial Relations as the prevailing amount for apprenticeship training contributions in the area of the public works site.
  - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
  - iii. Contractors may take as a credit for payments to the Council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project.
  - iv. Training fund contributions are due and payable on the 15th day of the month for work performed during the preceding month.
- i. Submit a Verified Statement within 60 Days of Conclusion of Work Under the Contract

- i. Each contractor and subcontractor must submit a verified statement of the journeyman and apprentice hours performed on the contract, which information shall be public and retained by the apprenticeship programs for 12 months.

**3. Exemptions to Apprenticeship Requirements:**

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
  - i. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - ii. When the Contractor has a direct contract with the public agency that is under \$30,000.
  - iii. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
  - iv. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720 et seq.

**4. Exemption from Apprenticeship Ratios:**

- a. The Administrator of Apprenticeship may grant a certificate exempting the Contractor from the 1-to-5 ratio set forth in this Section if Contractor can show that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen
- b. An apprenticeship program has the discretion to grant a certificate to a participating contractor or contractor association which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
  - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
  - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
  - iii. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
  - iv. Assignment of an apprentice to any work performed under the Contract documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- c. When an exemption from subsection b. above is granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

**5. Contractor's Compliance:**

- a. The responsibility for compliance with this Section for all apprenticeable trades or crafts is solely and exclusively that of the Contractor. Violations of Labor Code section 1777.5 are subject to penalties pursuant to Labor Code section 1777.7, as determined by the Labor Commissioner.



## ATTACHMENT C

### Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

#### **DEFINITIONS**

**Actively supporting or opposing the matter:** (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

**Agent:** A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

**Otherwise related entity:** An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Clean Harbors Environmental Services, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes  If yes, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No

Yes  If yes, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.