



Contract Number

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative Dan Munsey
Telephone Number 909-387-5779

Contractor	<u>Clean Earth Environmental Solutions, Inc.</u>
Contractor Representative	<u>Jennifer Wagner, HHW Account Manager</u>
Telephone Number	<u>(714) 714-8596</u>
Contract Term	<u>July 1, 2021 – June 30, 2026</u>
Original Contract Amount	<u>Not-To-Exceed (NTE) \$2,300,000</u>
Amendment Amount	
Total Contract Amount	<u>NTE \$2,300,000</u>
Cost Center	<u>1071602419</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County Fire Protection District (referred to as "SBCFPD" or "County") desires to have Household Hazardous Waste (HHW) Disposition Services for all hazardous waste generated on site; and

WHEREAS, SBCFPD conducted a competitive process to find Clean Earth Environmental Solutions, Inc. ("Contractor") to provide these services; and

WHEREAS, SBCFPD finds Contractor qualified to provide HHW Disposition Services; and

WHEREAS, SBCFPD desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below.

NOW, THEREFORE, SBCFPD and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 Board (or Governing Board) - Board of Directors of SBCFPD.

A.2 SBCFPD's HHW Program – Household Hazardous Waste Program, as administered by the Program Manager, that includes the collection of household hazardous waste streams received from the public at specific collection facilities located throughout SBCFPD in accordance with laws

and requirements set forth and the proper identification, packaging, storage, and preparation for disposition and/or recycling of same.

- 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's Household Hazardous Waste Program as designated by SBCFPD's Hazardous Materials Division.
- 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 section 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 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** County - San Bernardino County Fire Protection District.
- A.13** 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's HHW Program.

B. CONTRACTOR RESPONSIBILITIES

B.1 Scope of Work

SBCFPD does hereby engage Contractor to perform for SBCFPD under the terms and conditions of this Contract all required services relative to collecting, transporting, storing, disposing, and recycling of hazardous waste collected by SBCFPD's HHW Program, as further detailed below:

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 hazardous waste) from any of the fixed 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 Central Processing Facility and occasionally there may be a need to transport waste directly from a fixed site. Additionally, if required, the Contractor shall provide, upon request, up to four (4) personnel to help on weekend operations for County fixed collection sites, within the term of the contract, in any location throughout San Bernardino 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, batteries and circuit boards), Freon (refrigerant) cylinders, matches, Isopolycyanate (Part A&B Foam), 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 Central Processing Facility and occasionally there may be a need to transport waste directly from a fixed site.

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

Contractor shall render services related to Temporary HHW Collections 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

San Bernardino County is geographically the largest County in the continental United States, covering 20,106 square miles. The County of San Bernardino borders Riverside, Los Angeles, and Orange 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, thirteen (13) fixed HHW collection sites and one Antifreeze, Batteries, Oil and Latex Paint (ABOP) facility. SBCFPD also operates at least six (6) temporary HHW collections that include E-Waste collections provided by the HHW disposal/recycling contractor. These one-day collections are held throughout SBCFPD, generally in the Spring and Fall. Additionally, SBCFPD operates a Very Small Quantity Generator Program (VSQG). The Program serves all residents and qualified small businesses of San Bernardino County but does not include in its waste stream explosives, radioactive or infectious waste, except for Home Generated Sharps.

Currently, SBCFPD staff performs the collection, categorization and consolidation of all wastes collected. Wastes collected at one-day collections are manifested back to SBCFPD's permitted central processing facility for consolidation and/or repacking.

Presently, wastes are categorized and packed at each individual collection center. 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 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 waste. Destructive incineration, as the treatment method of choice, is used for non-recyclable wastes. Asbestos is the only waste to be 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 Contractor is responsible for disposal of all paint and paint related materials that do not qualify for the paint program.

B.3 Current Waste Management Methods

- Recycling: Latex paint and latex sludge, used oil, used oil filters, antifreeze, elemental mercury, household batteries, lead-acid batteries, nickel-cadmium batteries, non-PCB ballast, cooking oil, compressed gas cylinders, Universal Waste lamps, among others.
- Incineration: Aerosols, flammable liquids, acids, bases, certain oxidizers, flammable/combustible solids, toxic liquids and solids, oil/solvent base paint, and roofing tars.
- Neutralization: Acids, bases, and certain oxidizers.
- Landfill: Miscellaneous asbestos.

B.4 Waste Management Approximate Amounts

Waste Volume Managed (Lbs.)	2017/2018	2018/2019	2019/2020
Recycled	2,075,597	2,077,962	1,816,200
Incinerated	429,261	415,346	368,746
Landfilled	40,514	37,458	37,940
Neutralization	30,156	28,711	28,496
Total	2,575,528	2,559,477	2,551,382

B.5 Contractor Requirements

Contractor agrees to:

1. Transport all hazardous waste and special handling hazardous waste (unless County 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 to SBCFPD. 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, corrosive or oxidizing oven cleaners, pepper spray)
- Ammunition
- Asbestos (friable and non-friable)
- Asbestos fibered roof tar
- Ash
- Calcium Carbide
- Carbon monoxide detectors
- Compressed gases
- Corrosive acids and bases liquids and solids
- CO2 cartridges
- Cyanides
- Devices with multiple hazards (needle, medication, battery, circuit board)
- Elemental Mercury and mercury bearing compounds and devices
- Fertilizers
- Fireworks
- Flammable/combustible liquids and solids
- Fluorescent, HD/Sodium vapor/Neon/CFL lamps
- Freon (refrigerant) cylinders
- Gas (pump directly from tank)
- Gopher gases
- Household batteries
- Isopolycyanate (part A&B foam cylinders)
- Marine flares
- 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, compressed gas cylinders and fire extinguishers
- Road flares
- Smoke detectors
- Solar panels
- Toxic liquids and solids
- Universal Waste batteries (Alkaline, Lithium, Nicad, etc.)
- Universal Waste lamps
- Vaping devices
- Water reactives
- Wet NiCad batteries
- 1-lb non-refillable oxygen tanks

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

- Automotive batteries
 - Cooking oil
 - Electronic waste
 - Home generated sharps
 - Ni-Cad batteries and lithium-ion
 - PaintCare related paint
 - Spent antifreeze
 - Used oil and oil filters
 - Mercury thermostats
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 the County 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.
 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 San Bernardino 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 HHW Program, to a truckload consisting of a variety of universal and/or non-regulated wastes. Contractor must be able to accommodate each of these types of shipments. Manifest numbers must be provided 48 hours prior to shipment.
 4. Provide, upon request, up to five (5) one-day temporary workers to staff County temporary collection sites within the contract year in any location throughout San Bernardino County.
 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.
 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.
 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 and transportation requirements and methods for all waste streams.

8. Pay all recycling, treatment or disposal costs and then invoice the County. All costs and fees for services under this Agreement shall be invoiced by Contractor to SBCFPD in accordance with the fixed rates identified in Attachment E, attached hereto and incorporated herein by this reference. Manifest fees will be paid by Contractor at no additional cost to SBCFPD. In the event of a conflict between Attachment E and this Agreement, the terms of this Agreement shall control.
9. Provide a Certificate of Destruction, Recycling or Treatment for all wastes received at facilities and itemized by container within twelve months.
10. Provide detailed documentation for any rejections and/or discrepancies so that it is brought to the County's attention. Documentation must include pictures of the item in question, outer packaging, labels, container number, listed ingredients, etc. County must be notified immediately.
11. Be responsible for the health and safety of contractor employees.
12. Provide all personal protective equipment for contractor employees.
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.
14. Possess and maintain all applicable permits and licenses necessary in the performance of services required under this proposal. Contractor will provide copies of licenses upon request.
15. 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.
16. Be an approved PaintCare provider and have a fully executed contract to provide supplies, transportation and disposal services. 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 County's HHW program.

B.6 Preferred Packaging Containers

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

Waste Stream	Current Packing Type
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 (bulk)	250-gallon tank
Oil Filters	55-gallon metal drum
Oxidizers	5-gallon poly bucket, 30/55-gallon poly drum
Latex Paint	Tri-wall box
Oil Base Paint	Tri-wall box
Poison Liquids	55-gallon poly drum
Poison Solids	Tri-wall box

Mercury and Mercury Bearing Compounds	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 County.

C.3 Contract Assignability

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

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County 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 fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney 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; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County 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 the County, Contractor shall provide the results of the background check of each individual to the County. 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 the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County 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 County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County 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 the County; and (d) abide by all laws applicable to the County 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, "County Policies"). County 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 County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

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

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure 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 other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise 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 County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the ***County's Vision for a skilled workforce and jobs that create countywide prosperity***, and its ***goal to Create, Maintain and Grow Jobs and Economic Value in the County***. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.13 County Representative

The Fire Chief/Fire Warden of his/her designee shall represent the County 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 Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.14 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County 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, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.15 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, 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.16 Drug and Alcohol Free Workplace

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

- Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- 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 County on County property, or using County equipment, of the County'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 County.

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

C.17 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.18 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.19 Environmental Requirements

In accordance with County Policy 11-08, the County 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. The County 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 County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County'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 County, utilizing a County approved form.

C.20 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County 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.21 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 the County in an attempt to secure favorable treatment regarding this Contract.

The County, 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 the County 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 County 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, the County is entitled to pursue any available legal remedies.

C.22 Informal Dispute Resolution

In the event the County 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.23 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.24 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 County 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.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.26 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.27 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.28 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.29 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 County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.30 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino 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:

- Such governmental body does not have and will not have in force any other contract for like purchases.
- 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. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.31 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.32 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.33 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.34 Release of Information

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

C.35 Representation of the County

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 County.

C.36 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.37 Subcontracting

Contractor shall obtain County's written consent, which County 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 County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County 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:

- 37.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 37.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 37.3** 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, County 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 County.

C.38 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 County, 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 County 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 County.

C.39 Termination for Convenience

The County reserves the right to terminate the Contract, for any reason, 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 County 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.40 Time of the Essence

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

C.41 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, County of San Bernardino, 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, County of San Bernardino, San Bernardino District.

C.42 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. 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 the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation,

may be disallowed by the County 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.43 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former County of San Bernardino 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.44 Disclosure of Criminal and Civil Procedures

The County 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. The County 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 the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.45 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor

in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.46 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.47 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.48 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 the County, 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 the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

D. TERM OF CONTRACT

This Contract is effective as of July 1, 2021 and expires June 30, 2026, but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY 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 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 \$2,300,000 and shall be subject to availability of other funds to 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 itemized monthly invoices, in 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 invoices submitted, not more frequently than monthly and as approved by SBCFPD per work completed based on fixed rates noted 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 County 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 County required to process EFT payments.
- F.6** County 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 County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.7** 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 County for, or apply sums received from County 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 the County.
- F.8** 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 County. 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 County) and hold harmless the County 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 the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County'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 the County 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 the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. CGL additional insured will be provided on Additional Insured Endorsement Form 17.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, 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 the County.

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 the County.

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 the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County 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. Should any of the requested policies be canceled before the expiration date, notice of cancelation will be provided in accordance with policy provisions 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 upon request by County, the Contractor's Certificates of Insurance will be provided in place of copies of policies and or declaration pages.

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 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, the County 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 the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. 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 County. 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 County, inflation, or any other item reasonably related to the County'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 County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

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:

- 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 County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's 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.

- 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.

- 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.

- 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.

- **Environmental Liability Insurance –**

- 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 County 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.

H. RIGHT TO MONITOR AND AUDIT

- H.1** The County, 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 the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

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 County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.

I.2 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.3 Contractor's Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim within ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee and an executive for Contractor or his or her designee. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

I.4 In the event of a non-cured breach, County 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 County; 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 County 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 County may proceed with the work in any manner deemed proper by the County. The cost to the County 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 Division
2824 East W. Street
San Bernardino, CA 92415-0799

Clean Earth Environmental Solutions, Inc.
2490 W. Pomona Blvd.
Pomona, CA 91768

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

K. ENTIRE AGREEMENT

This Contract, including Attachments A and E, 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.

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 email 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.

IN WITNESS WHEREOF, the San Bernardino County Fire Protection District 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

►

Curt Hagman, Chairman, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Secretary of the Board of Directors
of the San Bernardino County Fire
Protection District

By _____
Deputy

Clean Earth Environmental Solutions, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ► Melinda Rath
(Authorized signature - sign in blue ink)

Name Melinda Rath
(Print or type name of person signing contract)

Title Vice President, Regional Sales
(Print or Type)

Dated: 5/21/21

Address 625 SOUTH 32nd ST.
WASHOUGAL, WA 98671

FOR COUNTY USE ONLY

Approved as to Legal Form ► Scott Runyan, Supervising Deputy County Counsel Date _____	Reviewed for Contract Compliance ► Date _____	Reviewed/Approved by Department ► Dan Munsey, Fire Chief/Fire Warden Date _____
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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 Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California 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 www.dir.ca.gov. 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 California 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 section 1777.1, 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 <http://www.dir.ca.gov/Public-Works/PublicWorks.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 California 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 California 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, 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 any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California 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 California 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. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. 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 requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are 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. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to 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 specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, 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) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her 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.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

- (A) At least monthly or more frequently if specified in the contract with the awarding body.
- (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
 - (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
 - (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
- (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
- (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

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 occupations (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 fund contributions for each apprenticeable hour employed on the Contract; 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 exception 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 standard wage to apprentices under the regulations of 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. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California 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.

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

- a. Submit Contract Award Information (DAS-140):
 - i. 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.
 - ii. 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.*
 - iii. 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.
 - iv. 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.
 - v. 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

b. Employ Registered Apprentices

- i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- ii. 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.
- iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
- iv. 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.
- v. 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.
- vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

c. Make Training Fund Contributions

- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
- iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

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. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. 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.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. 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).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, 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. 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. If 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.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are 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 of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

Request for Proposal
Household Hazardous Waste Disposition Services

No. RFP2LQ3940

Attachment E – Cost

Container Category OR Waste Stream	Management Method Treatment Type	Shipping Unit	Transportation Cost Per Unit	Disposal Cost Per Pound (Indicate if not Per Pound)	Notes / Comments Minimum Charge	Waste Codes
Aerosols (Paints, Cleaners, Toxics)	Fuel Incineration	Cubic Meter Box	\$ 32.50	\$ 0.71	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	AF08
Asbestos	Landfill	Cubic Meter Box	\$ 32.50	\$ 0.38	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	LF11
Ash (Fireworks)	Incineration	30/55 Gallon Bulk	\$ 13.00	\$ 0.99	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC13
Compressed Gases < 5-gallon Propane/ Butane	Recycle	55 Gallon Loosepack	\$ 13.00	\$ 3.50/Each	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC61/DIR01
Compressed Gases ≥ 5-gallon Propane/ Butane	Recycle	Palletized/Cubic Meter Box	\$ 32.50	\$ 7.45/Each	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC61/DIR01
Corrosive Acid, Liquids/Solids	Treatment	30/55 Gallon Loosepack	\$ 13.00	\$ 0.79	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	WAT16-A
Corrosive Base, Liquids/Solids	Treatment	55 Gallon Loosepack	\$ 13.00	\$ 0.79	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	WAT16-B
CO2 Cartridges	Recycle	30/55 Gallon Loosepack	\$ 13.00	\$ 5.00/Lb.	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	DIR01
Cyanides	Incineration	5/30 Gallon Labpack	\$ 13.00	\$ 3.75	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC15-B
Fertilizer Liquid (Class 5.1)	Incineration	55 Gallon Loosepack	\$ 13.00	\$ 1.95	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC14-E
Fertilizers Solid (Class 9)	Incineration	Cubic Meter Box	\$ 32.50	\$ 1.09	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC14-F
Flammable Liquids	Fuel Incineration	55 Gallon Loosepack	\$ 13.00	\$ 0.30	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	AF01
Flammable Liquids, Bulkled	Fuel Incineration	55 Gallon Bulk	\$ 13.00	\$ 0.30	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	AF01
Flammable Liquids, (250 Gallon Tank)	Fuel Incineration	Tanker/Vacuum Truck	\$ See hourly rates	\$ 0.30	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	AF01
Flammable Solids	Fuel Incineration	Cubic Meter Box	\$ 32.50	\$ 0.35	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	AF06

Request for Proposal
Household Hazardous Waste Disposition Services

No. RFP2LQ3940

Container Category OR Waste Stream	Management Method Treatment Type	Shipping Unit	Transportation Cost Per Unit	Disposal Cost Per Pound (Indicate if not Per Pound)	Notes / Comments Minimum Charge	Waste Codes
Latex Paint (Non-PaintCare)	Recycle	55 Gallon Bulk	\$ 13.00	\$ 0.25	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	DIR01
Latex Products Solids (Non-PainCare)	Landfill	Cubic Meter Box	\$ 32.50	\$ 0.25	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	LF06
Latex Paint (PaintCare)	Recycle	Loosepack Rolloff Bin/Cubic Yard Box	No Charge	No Charge		Paintcare
Latex Paint (PaintCare)	Recycle	55 Gallon Bulk	No Charge	No Charge		Paintcare
Lighters	Incineration	30/55 Gallon Loosepack	\$ 13.00	\$ 0.95	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC19-6
Mercury Containing Compounds	Recycle	5 Gallon Loosepack	\$ 13.00	\$ 5.45	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC04-H1
Mercury, Elemental (Pourable)	Recycle	5/30 Gallon Loosepack	\$ 13.00	\$ 30.00	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC13
Non-PCB Ballast	Recycle	30/55 Gallon Loosepack	\$ 13.00	\$ 0.82	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC45
Oil Based Paints (Non-PaintCare)	Fuel Incineration	Cubic Meter Box	\$ 32.50	\$ 0.35	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	DIR01
Oil Based Paints (PaintCare)	Fuel Incineration	Cubic Meter Box	No Charge	No Charge		Paintcare
Organic Peroxides	Incineration	30/55 Gallon Loosepack	\$ 13.00	\$ 4.25	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC15-E2
Oxidizer Liquids/Solids (Haz-Cat PH Neutral)	Treatment	55 Gallon Loosepack	\$ 13.00	\$ 1.20	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	STAB06-6
Oxidizer Liquids/Solids (Hypochlorite/Bleach)	Treatment	55 Gallon Loosepack	\$ 13.00	\$ 1.20	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	STAB06-6
Oxidizer Liquids	Treatment	30/55 Gallon Loosepack	\$ 13.00	\$ 1.20	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	STAB06-6
Oxidizer Solids	Treatment	30/55 Gallon Loosepack	\$ 13.00	\$ 1.20	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	STAB06-6
Oxidizer Liquids/Solids (Haz-Cat Corrosive)	Incineration	30/55 Gallon Loosepack	\$ 13.00	\$ 1.95	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC14-F

Request for Proposal
Household Hazardous Waste Disposition Services

No. RFP2LQ3940

Container Category OR Waste Stream	Management Method Treatment Type	Shipping Unit	Transportation Cost Per Unit	Disposal Cost Per Pound (Indicate if not Per Pound)	Notes / Comments Minimum Charge	Waste Codes
Oxygen Cylinders	Recycle	55 Gallon Loosepack	\$ 13.00	\$ 3.50/each	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC65
PCB (Ballasts)	Incineration	30/55 Gallon Loosepack	\$ 13.00	\$ 1.75	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	DIR01
PCB Oil/Contaminated Liquids	Incineration	55 Gallon Bulk	\$ 13.00	\$ 670.00/55 gal	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC19
Pharmaceutical Liquid (Non DEA)	Incineration	55 Gallon Loosepack	\$ 13.00	\$ 1.12	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC29-2
Pharmaceutical Solid (Non DEA)	Incineration	Cubic Meter Box	\$ 32.50	\$ 1.12	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC29-2
Reactive	Incineration	5 Gallon Labpack	\$ 13.00	\$ 4.25	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC15-W
Toxic Liquids/Solids	Incineration	55 Gallon/ Cubic Meter Box Bulk	\$ 13.00/32.50	\$ 0.88	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC08
Toxic Liquids/Solids	Incineration	55 Gallon/Cubic Meter Box Loosepack	\$ 13.00/32.50	\$ 1.09	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC14-F
Universal Waste – (Alkaline Batteries)	Recycle	55 Gallon Loosepack	\$ 13.00	\$ 0.67	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC24
Universal Waste – (Lithium Batteries)	Recycle	30 Gallon Loosepack	\$ 13.00	\$ 3.25	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC09
Universal Waste – (Li-ion, Li-poly Batteries)	Recycle	Box, 30 Gallon Loosepack	\$ 13.00	\$ 0.25	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC09-1
Universal Waste – (NiCad, NiMH Batteries)	Recycle	30 Gallon Loosepack	\$ 13.00	\$ 1.56	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC11
Universal Waste – Fluorescent Lamps (Tubes)	Recycle	4'/8' box, 30 Gallon	\$ 13.00	\$ 0.10/Linear Ft.	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC06
Universal Waste – Fluorescent Lamps (Biax, Circular, U-shaped, Neon, CFL)	Recycle	30 Gallon	\$ 13.00	\$ 2.40	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC42
Universal Waste - HID/Sodium Vapor Lamps	Recycle	30 Gallon	\$ 13.00	\$ 2.40	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC42

Request for Proposal
Household Hazardous Waste Disposition Services

No. RFP2LQ3940

Container Category OR Waste Stream	Management Method Treatment Type	Shipping Unit	Transportation Cost Per Unit	Disposal Cost Per Pound (Indicate if not Per Pound)	Notes / Comments Minimum Charge	Waste Codes
Ammunition, Fireworks	Incineration	5 Gallon	\$ 13.00	\$ 0.95	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC19-6
Auto-injector (Needle, Medication, Battery, Circuit Board)	Incineration/ Recycle	5/30 Gallon Loosepack	\$ CBC	\$ CBC	Requires quote at time of disposal (based components to determine proper disposal and price from Sharps Solutions)	Sharps Solutions
Carbon Monoxide & Smoke Detectors	Recycle	5 Gallon	\$ 13.00	\$ \$1.37	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC55
Compressed Gas ≤ 15 Pound Refrigerant Cans/Cylinders	Recycle	30/55 Gallon Loosepack	\$ 13.00	\$ \$6.56	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC38
Compressed Gas ≥ 15 Pound Refrigerant Cylinders	Recycle	Palletized/55 Gallon/Cubic Meter	\$ 13.00/\$32.50	\$ \$6.56	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC38
Compressed Gas (Acetylene Cylinders)	Recycle	Palletized/55 Gallon/Cubic Meter	\$ 13.00/\$32.50	\$ \$38.00/each	Equal or less than 70 Lbs. (other size rates included on RFP Pricing File) Transportation Min Fee and Max Fee Apply	DIR01
Compressed Gas (Helium Cylinders)	Recycle	Cubic Meter Box	\$ 32.50	\$ 40.00/each	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC62/DIR01
Fire Extinguishers	Recycle	55 Gallon/Cubic Meter Box	\$ 13.00/\$32.50	\$ 15.00/each	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC60
Gopher Gassers	Incineration	30/55 Gallon Loosepack	\$ 13.00	\$ 1.85	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC11
Isopolycyanate (Part A & B Foam Cylinders)	Incineration	Cylinder/Palletized	\$ 13.00	\$ 336.00/each	Category 3 cylinders, lecture bottles (3" Diameter x 12" Length) Transportation Min Fee and Max Fee Apply	INC03-3LE
Marine Flares	Incineration	5 Gallon	\$ 13.00	\$ 4.94	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC15-D2
Matches	Incineration	55 Gallon Loosepack w/H2O	\$ 13.00	\$ 0.95	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC19-6
Road Flares	Incineration	55 Gallon Loosepack w/H2O	\$ 13.00	\$ 0.95	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	INC19-6
Solar Panels	Recycle	Palletized/Cubic Meter Box	\$ 32.50	\$ 0.75	Transportation Min Fee per Shipment: \$150.00 Transportation Max Fee per Shipment: \$1,600.00	REC55
Vaping Devices	Incineration	5/30/55 Gallon Loosepack	\$ 13.00	\$ CBC	Requires quote at time of disposal. Rate and disposal method will vary significantly depending on device.	CBC

This is not an all-inclusive list of hazardous waste collected. The County will contact the vendor for pricing on other items on a case by case basis.

Labor

Description	Price per Hour
Chemist, Straight Time	\$66.70/Hour
Environmental Technician, Straight Time	\$52.70/Hour
Driver/Environmental Technician, Straight Time	\$52.70/Hour

Supplies

Description	Price per Each
Box, Cubic Yard Box	\$118.37
85 gallon overpack	\$180.00
Drum, Metal, 5 gallon, New, Closed Top	\$34.36
Drum, Metal, 15 gallon, New, Open Top	\$59.70
Drum, Metal, 30 gallon, New, Open Top	\$63.23
Drum, Metal, 55 gallon, New, Open Top	\$82.22
Drum, Metal, (55 gallon),Used, Closed Top	\$85.75
Drum, Metal, 85 gallon overpack,Recon, Closed Top	\$180.00
Drum, Poly, 5 gallon, New, Open Top	\$19.78
Drum, Poly, 15 gallon, New, Closed Top	\$59.70
Drum, Poly, 15 gallon,Recon, Open Top	\$59.70
Drum, Poly, 55 gallon,Used, Open Top	\$77.64
Absorbent Bags, (Vermiculite)	\$51.01

Transportation

Description	Price
Transportation Maximum Fee (If transportation cost per unit of waste collected totals more than the maximum transportation fee then the maximum transportation fee will be charged instead.)	\$1,600.00
Transportation Minimum Fee (If transportation cost per unit of waste collected totals less than the minimum transportation fee, then the minimum transportation fee will be charged instead. Additionally, the minimum transportation fee will be charged for the delivery of supplies if no waste is collected when supplies are delivered.)	\$150.00
Vacuum Truck Hourly Rate	\$145.00/Hour

Equipment

Tractor Trailer 40,000 Lb. Capacity (equipment only)	\$83.00/Hour
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Assumptions

Standard Pricing Conditions

- This section and the terms and conditions apply to this quote unless superseded by a service agreement.
- Pricing is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- Pricing is based on the volume assumptions provided. Clean Earth reserves the right to adjust pricing if waste quantity differs from what was provided.
- A minimum charge of \$325 applies to all invoices.
- Transportation, labor and equipment is portal to portal, and requires a four-hour minimum unless otherwise specified.
- Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments.
- All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy.

Waste Specific Conditions

- Disposal prices for gas cylinders are for those with original label, operable valve and in acceptable DOT shipping condition.
 - Unknown identification fee of \$350 may be charged for each unknown gas that is sampled and analyzed
 - A confirmation fee of \$200 may be charged for each suspected gas that requires confirmation due to lack of original label. If results do not match suspected contents, then unknown ID rate will apply along with additional disposal costs if applicable.
 - Inoperable valve fee: No charge for Category A cylinders. For Categories B thru E, a tapping fee of \$350 per cylinder will apply regardless of size of cylinder. For categories F & G, inoperable valve fee will be Case-by-Case.
- Batteries not in original manufacturer's packaging must have both ends taped to avoid arc. Additional fees may apply if Clean Earth personnel must tape the battery ends.

General Disposal Terms and Conditions

- Bulk waste is typically defined as tanker or roll-off loads.
- Non-bulk waste means drums, boxes, totes, pails, bags, and cubic yard boxes and other containerized waste.
- Electronic profiling is included in the price. Paper profiles will be charged at \$50 each.
- Unless otherwise specified, prices quoted do not include the following:
 - Radioactive Waste
 - Biohazard or Infectious Waste
 - Explosives of any type
 - Liquid or free mercury
 - Isocyanates
 - Reactive materials (metals, solids, liquids)

Non-Specified Container Conversions		Conversion Table Notes
Container Size	Conversion	<ul style="list-style-type: none"> These conversions will apply to all disposal and transportation items priced per container unless quoted separately Numbers are expressed as a factor of a 55 gallon drum (e.g., 55 gallon price x 35% = sell price) The greater of the conversion factor or location container minimum of \$40 will be applied unless quoted a different rate. Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below. Smaller container sizes can be converted to larger containers using the following steps. 1) Divide the smaller container price by its conversion factor for the 55 gallon price (e.g., 5 gallon price ÷ 35% = 55 gallon price). 2) Use the normal conversions on the 55 gallon drum price to convert to other container sizes.
1-5 gallon	35%	
6-15 gallon	50%	
16-30 gallon	75%	
31-55 gallon	1x	
85 gallon	1.5x	
Cubic Yard Boxes	4x	
250/275 gallon totes	5x	
330/350 gallon totes	6x	

Per Pound Standard Minimums			
	Common Containers ¹	Lab Pack Containers ²	Light Weight Containers ³
Container (Gal)	Minimums		
5 or less	50 lbs	25 lbs	30 lbs
6 - 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box / pallet	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	—	—
¹ Excludes Lab Pack and Light Weight items ² Includes: LFD6, STAB06-6, series of codes for INC14, INC15 & WAT16 ³ Includes: AF17, INC01, INC02, INC10 ⁴ All other container sizes are case by case (CBC)			

Non-Standard Minimums	
Container Min.	Process Code
\$0	REC51-3
\$5	REC60, REC61, REC62, REC63, REC64, REC65
\$10	REC02-xx series and REC05
\$15	LF04, REC06, REC27
\$25	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55
\$50	REC09, REC09-1

Ancillary Charges	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$150
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$75
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$75
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	\$25
Transportation, Labor, and Other Fees			
e-Manifest Administration Fee (per manifest)	ADMMANFEE	Each	\$25
Demurrage, after 1 hour loading	TRADMDEM	Hour	\$105
Scheduled Pickup Cancellation	ADMCAN	Each	\$150
Repacking/Overpacking Fee	ADMREPK	Each	\$150
Overpack Handling Fee	ADMOVPK	Each	\$50
Technical Lab Pack Review "Flat Rate Fee - \$175.00 The flat fee criteria:	ADTECHRVW	Each	\$175
(1) Excel submitted inventories;			
(2) Maximum of 500 inventory items;			
(3) <5% of items with Trade Names"			

Please Note: The greater of the disposal minimum or \$40 per container will be charged unless quoted otherwise.