

GENERAL SERVICES CONTRACT
Hazardous Waste Disposal
Specification No. S-2022-1304BD

This SERVICE CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708, (hereinafter referred to as "OC San") and _____, with a principal place of business at _____, (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to obtain hazardous waste disposal services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"); and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, and expertise; and

WHEREAS, OC San desires to engage Contractor to render the Services as provided herein; and

WHEREAS, OC San selected Contractor to perform the Services in accordance with Ordinance No. OC SAN-56; and

WHEREAS, on _____, Board of Directors of OC San, by minute order, authorized execution of this Contract between OC San and Contractor; and

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.

1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work

Exhibit "B" – Proposal

Exhibit "C" – Determined Insurance Requirement Form

Exhibit "D" – Contractor Safety Standards

Exhibit "E" – Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.

1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of purchases of the Services by OC San.

1.5 The term "hours," when used in this Contract, shall be as specified in Exhibit "A."

- 1.6 Work Hours: All work shall be scheduled Monday through Thursday, between the hours of 6:30 a.m. and 4:00 p.m. unless prior approval of the OC San Project Manager has been obtained. OC San will not pay for travel time.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.9 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work.

- 2.1 Contractor shall perform the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; and (b) it understands the facilities, difficulties, and restrictions of the work under this Contract. Should Contractor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
- 2.4 Performance. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

- 3.1 The Services provided under this Contract shall be for the period of one (1) year commencing on July 1, 2022 and continuing through June 30, 2023.
- 3.2 Renewals. At its sole discretion, OC San may exercise the option to renew this Contract for up to four (4) one-year periods. This Contract may be renewed by an OC San Purchase Order.
- 3.3 Extensions. The term of this Contract may be extended only by an amendment signed by both Parties.

4. Compensation.

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed _____ Dollars (\$_____.00).
- 4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the price provided above.

5. Payments and Invoicing.

- 5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" thirty (30) days from receipt of the invoice and after approval by OC San's Project

Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.

- 5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line include "INVOICE," and the Purchase Order Number.

6. California Department of Industrial Relations Registration and Record of Wages.

- 6.1 Pursuant to Labor Code sections 1720 et seq., and as specified in Title 8, California Code of Regulations section 16000, prevailing wages are required for all work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
 - 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.

- 6.6 The Contractor and any of its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
- 6.6.1 In addition to the penalty, and pursuant to Labor Code section 1775, the difference between the 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 or its subcontractor.
- 6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor and its subcontractors, by accepting this contract, certify that:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

7. **Key Personnel** Personnel, as provided in Exhibit “B”, are considered “key” to the work under this Contract and will be available for the term of the Contract. No person designated as key under this Contract shall be removed or replaced without prior written consent of OC San. If OC San asks Contractor to remove a person designated as key under this Contract, Contractor agrees to do so immediately regardless of the reason, or the lack of reason, for OC San's request. Contractor shall assign only competent personnel to perform Services pursuant to this Contract.

8. **Damage to OC San's Property.** Any of OC San's property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.
9. **Freight (F.O.B. Destination).** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
10. **Audit Rights.** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
11. **Contractor Safety Standards and Human Resources Policies.** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as Contractor Safety Standards while working at OC San locations. If during the course of the Contract it is discovered that Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit "A," all applicable Contractor Safety Standards in Exhibit "D," and the Human Resources Policies in Exhibit "E."
12. **Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.
13. **Bonds.** Not Used.
14. **Indemnification and Hold Harmless Provision.** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's Services, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the

parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San.

15. **Independent Contractor.** The legal relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
16. **Subcontracting and Assignment.** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
17. **Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
18. **Third Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
19. **Applicable Laws and Regulations.** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
20. **Licenses, Permits, Ordinances, and Regulations.** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.
21. **Regulatory Requirements.** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
22. **Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
23. **South Coast Air Quality Management District's Requirements.** It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open

field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.

24. Warranties. In addition to the warranties stated in Exhibit "A," the following shall apply:

24.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance by the OC San Project Manager or designee of the work as complete.

24.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A," OC San informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.

25. Dispute Resolution.

25.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.

25.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

26. Pass-Through Damages. In the event the Contractor fails to deliver waste disposal bins within the timeframe as required by the SOW and more specifically as stated in the Request Notice OC San may be subject to claims for delay damages incurred by other Contractors. Such claims may include damages resulting from standby, re-mobilization, loss of productivity and other impacts as applicable. The cost of these damages as validated by OC San shall be passed to the Contractor. Contractor agrees to pay such damages and further agrees that OC San may offset the amount of these damages from any monies due or that may become due Contractor under this Contract. Contractor also agrees that to the extent the amount of these damages exceeds any monies due to the Contractor under this Contract, Contractor shall pay all such amounts to OC San upon demand.

27. Remedies. In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute goods or services for those due from Contractor. In the event OC San elects to "cover" as described in

(c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or services and the Contract price, together with any incidental or consequential damages.

28. **Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.

29. **Termination.**

29.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San of its intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination.

29.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.

29.3 OC San may also immediately cancel this Contract for default, in whole or in part, by written notice to Contractor:

- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
- if Contractor sells its business; or
- if Contractor breaches any of the terms of this Contract; or
- if the total amount of compensation exceeds the amount authorized under this Contract.

29.4 All OC San's property in the possession or control of Contractor shall be returned by Contractor to OC San upon demand, or at the termination of this Contract, whichever occurs first.

30. **Attorney's Fees.** If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

31. **Disclosure.** Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.

32. **Waiver.** The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.

33. **Severability.** If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.

34. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive termination or expiration of this Contract.

35. **Governing Law.** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.

36. **Notices.**

36.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San: Heather Park, Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708
HPark@ocsan.gov

Contractor: _____ [Contact Name]
_____ [Contact Title]
_____ [Company Name]
_____ [Street Address]
_____ [City, State, Zip Code]
_____ [Email Address]

36.2 Each party shall provide the other party written notice of any change in address as soon as practicable.

37. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.

38. **Authority to Execute.** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.

39. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Contract to be signed by their duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____

John B. Withers
Chair, Board of Directors

Dated: _____

By: _____

Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____

Ruth Zintzun
Purchasing & Contracts Manager

[CONTRACTOR]

Dated: _____

By: _____

Print Name and Title of Officer

CMM

EXHIBIT A
SCOPE OF WORK
For
Hazardous Waste Disposal

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Hazardous Waste Disposal
SPECIFICATION NO. S-2022-1304BD

EXECUTIVE SUMMARY / OVERVIEW

The Orange County Sanitation District (OC San) operates the third largest wastewater agency west of the Mississippi River. Since 1954, we have safely collected, treated, and disposed of and/or reclaimed the wastewater generated by 2.5 million people living and working in central and northwestern Orange County, California.

Each day we treat approximately 210 million gallons of wastewater, enough water to fill Anaheim stadium over two and a quarter times. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining comes from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

A professional staff of more than 600 employees manages the day-to-day activities of OC San. Our facilities include 396 miles of sewer pipes, located throughout the county, and two treatment plants – one in Fountain Valley, CA and the other in Huntington Beach, CA – where wastewater is treated in accordance with strict state and federal standards.

Our employees are on duty protecting health and the environment by ensuring the sewer system efficiently operates 24 hours a day, seven days a week and 365 days a year. We are very proud of the job we do and take pride in providing our customers with quality service.

1 Summary

OC San requires the Services of a California registered, Environmental Protection Agency (EPA) permitted, hazardous waste disposal service provider (“Contractor”) to perform routine collection, on-site management, manifesting, off-site transportation, inspections, recordkeeping, and disposal of hazardous wastes, select non-hazardous wastes, used oil, and electronic waste.

2 Purpose

Services shall be performed at the Fountain Valley and Huntington Beach facilities. Additional sites (collection facilities, construction sites, etc.), although not listed, may be included. OC San may also request emergency response services for spills of hazardous materials at OC San sites.

3 Project/Work Elements

3.1 Waste Collection, Packaging, Transportation and Disposal

This scope of work requires the Contractor to consolidate waste from on-site satellite accumulation areas, transport on-site to the designated central accumulation areas, sort, perform analyses as needed, package, provide packaging, lab pack, label, mark, manifest, and transport off-site recycling, treatment, disposal, or storage.

- 3.1.1 The estimated volumes of substances, which may be included, but are not limited to, are those listed in Section 3.1.12. The estimated volumes are not guarantees of generation.
- 3.1.2 Contractor shall determine whether the wastes have reached the storage duration allowed by regulations and shall dispose of and transport accordingly. OC San designates itself as a large-quantity generator regardless of waste quantities generated.
- 3.1.3 Contractor shall be responsible for the on-site management of hazardous waste to include the following items:
- 3.1.3.1 Weekly documented inspections of central waste storage areas and accumulation areas. OC San will provide a two (2) page inspection form to be used.
- 3.1.3.2 Consolidate wastes stored at satellite accumulation areas to OC San central waste storage area, as needed and within compliance with applicable regulations for storage limitations.
- 3.1.3.3 Report to OC San Risk Management point of contact (“Project Manager”) any discrepancies noted on inspection reports so OC San can implement corrective action(s).
- 3.1.3.4 Maintain labels and markings on containers placed in storage area.
- 3.1.3.5 Provide a report at least quarterly of each waste disposed of by the Contractor on behalf of OC San. The report shall include the following:
- Generator Site
 - Proper shipping name/waste name
 - EPA and State waste codes
 - Disposal amount in pounds
 - Disposal site
- 3.1.3.6 Use an electronic system capable of tracking waste shipments, waste quantities, waste manifests, etc.
- 3.1.3.7 On-site management Services may be by means of weekly, monthly, quarterly, or as needed Services. For example, the need for disposal of hazardous wastes immediately upon removal may be required with short notice.
- 3.1.4 Contractor shall supply OC San with containers for managing OC San’s waste. Containers may include but are not limited to buckets, barrels, cardboard containers, metal drums, poly drums, totes, and roll-off containers. Contractor shall provide adequate supply of containers to accommodate OC San waste needs. Totes and roll-off containers will be requested. Contractor shall be able to provide totes and roll-off containers within ten (10) days from request, if not sooner.
- 3.1.5 Contractor shall recycle all waste, if possible. If not possible to recycle, then the Contractor shall propose an appropriate site for proper disposal of each hazardous waste stream disposed of on behalf of OC San.

- 3.1.6 OC San has the right to reject a disposal site proposed by the Contractor with written notification.
- 3.1.7 Contractor shall, upon request, provide an alternate disposal site cost estimate(s) for OC San's Project Manager approval, which shall include all costs including transportation costs. The site chosen shall utilize the best management practice for disposal of the waste stream.
- 3.1.8 OC San requires the following hierarchy be used for the disposal of waste:
- Recycle/Reuse
 - Chemical/Physical stabilization
 - Incineration
 - Landfill
- 3.1.9 OC San may request at any time a copy of the Contractor's most recent audit of the disposal site.
- 3.1.10 Transport and Disposal Services shall be as needed, but not less than quarterly.
- 3.1.11 Contractor shall make recommendations to OC San for how to cost effectively manage waste prior to packaging by the Contractor.
- 3.1.12 The following table includes the estimated annual volume for two (2) facility locations:

Plant 1
10844 Ellis Avenue,
Fountain Valley, California 92708

Waste Type	Estimated Annual Volume*	Pounds (P) Gallons (G) Kilograms (K) Yards (Y)
Aerosol Cans - Universal Waste (BOL)	1200	P
Alkaline Batteries (BOL)	200	P
Anionic Polyacrylamide Copolymer	28,000	P
Antifreeze	15,000	P
Beads - Glass Oxide	200	P
Broken/Crushed Fluorescent Tubes	10	P
Carbon and Filters	500	P
Clarifloc WE-1233 Polymer	10,000	P
COD Waste Vials – Loose Pack	1,000	P
Compact Light Bulbs	20	P
CRT Devices (Universal Waste)	1,200	P
Diesel & Water	2,000	P
Drained Used Oil Filters for Recycling (BOL)	1,500	P
Empty Drums <30 Gallons	100	P
Empty Drums >30 Gallons	5,000	P
E-Waste	3,500	P
Expired Waterfowl	1,000	P
Ferrous Chloride Filters	3,000	P

Fluorescent Light Bulbs	1,400	P
Formalin (Bulk Liquid)	150	P
Friable/Non-Friable Asbestos	5,000	P
Gas Cylinders for Recycling	50	P
Grease	150	P
HID Lamps	200	P
Lab Pack Acid & Acid Compatibles for Incineration	1,000	P
Lab Pack Basic & Basic Compatibles for Incineration	1,000	P
Lab Pack Flammables for Incineration	700	P
Lead Acid Batteries – (BOL)	20,000	P
Lead-Based Paint and Debris	500	P
Motor Oil	55,000	P
NI-CAD Batteries (BOL)	50	P
Non-Friable Asbestos	30,000	Y
Non-PCB Ballasts	1,800	P
Oil and Absorbent	100	P
Oily Rags, Hoses, PPE	500	P
Oily Water	1,585	P
Paint Related Materials (Loose Pack)	200	P
PCB Ballasts	200	P
Rags, Absorbent and Diesel	19	P
Refrigerant Gases or Fire Extinguishers for Recycling	840	P
Sharps and Misc. Bio Waste	50	P
Silica Gel, Beads, Indicating, 4-10 Mesh	800	P
Sodium Azide 0.1% Solution in Water	100	P
Spent H2S Detector Tubes	16	P
Spent Solvents	965	P
U-Shaped Lights	20	P
Waste Oil (Loose Pack)	500	P

*OC San does not guarantee volume of waste generated.

Plant 2
22212 Brookhurst Street
Huntington Beach, California 92646

Waste Type	Estimated Annual Volume*	Pounds (P) Gallons (G) Kilograms (K) Yards (Y)
Aerosol Cans - Universal Waste (BOL)	700	P
Alkaline Batteries (BOL)	100	P
Catalyst Material	1,350	P
Clarifloc WE-1233 Polymer	100	P
Drained Used Oil Filters for Recycling (BOL)	3,400	P
Empty Drums - >30 Gallons	200	P
Empty Poly Tote Last Containing Oil	200	P
E-Waste	500	P
Friable/Non-Friable Asbestos	5000	P
Fluorescent Light Bulbs	1,200	P

Grease	32	P
HID Lamps	200	P
Inert or Calibration Gas Cylinders for Disposal	100	P
Labpack Acid & Acid Compatibles for Incineration	100	P
Labpack Flammables for Incineration	500	P
Lead Acid Batteries – BOL	30,000	P
Lead Based Paint and Debris	1,000	P
Motor oil	4800	P
NI-CAD Batteries (BOL)	150	P
Non-PCB Ballasts	700	P
Non-Friable Asbestos	800	Y
Oil & Water	5,000	P
Oil and Absorbent	400	P
Oily Rags, Hoses, PPE	800	P
PCB Ballasts	400	K
Sharps and Misc. Bio Waste	50	P
Spent Activated Carbon	2,750	P
Spent H2S Detector Tubes	6	P
Waste Oil (Loose pack)	500	P

*OC San does not guarantee volume of waste generated.

3.2 Response to Spills of Hazardous Materials and Wastes

- 3.2.1 Contractor shall perform emergency response activities for the mitigation and cleanup of spills of hazardous materials at OC San sites.
- 3.2.2 Contractor shall immediately respond to spills of hazardous materials at construction sites throughout OC San's service area upon request.
- 3.2.3 Contractor shall perform emergency response operations in accordance with Title 8, California Code of Regulations (CCR), Section 5192.
- 3.2.4 Contractor shall package all material from the cleanup for transportation and disposal.

4 Deliverables

4.1 Permissible Service Response Times

- 4.1.1 Contractor shall adhere to the following Response Timetable for requests for service (Request Notice):

Service	Response Time
Small container Request Notice (bucket and pails, barrel and drums, cardboard container)	Within 1 week of Request Notice
Large container Request Notice (totes, roll-off containers)	Within 10 business day of Request Notice
Routine removals of hazardous waste Request Notice.	As scheduled or within 72 hours of Request Notice

Emergency response Services Request Notice.	Within 2 hours of Request Notice
Emergency pickup of hazardous waste Request Notice.	Within 4 hours of Request Notice

4.2 On-Site Services

- 4.2.1 Contractor shall prepare waste for transport and disposal from OC San-designated locations including but not limited to:
- 4.2.1.1 Sort and segregate waste materials.
 - 4.2.1.2 Perform field analyses as required.
 - 4.2.1.3 Arrange for laboratory analysis for disposal site acceptance and characterization in accordance with the disposal site's waste analysis plan.
 - 4.2.1.4 Package and/or lab pack hazardous waste in accordance with applicable United States Department of Transportation (DOT) requirements.
 - 4.2.1.5 Label and mark shipping containers in accordance with applicable DOT and EPA and Cal-EPA requirements.
 - 4.2.1.6 Provide all necessary materials required for proper separation, containerization, handling, storage, transport, and disposal of wastes collected.
- 4.2.2 Contractor shall provide an adequate number of recovery drums and absorbent for on-site solidification.
- 4.2.3 Contractor shall notify OC San of changes to current cost and analytical requirements for disposal of wastes at approved EPA permitted disposal facilities.
- 4.2.4 Contractor shall provide and prepare uniform hazardous waste manifests in accordance with applicable DOT and EPA requirements.
- 4.2.5 Contractor shall furnish all forms and information for special waste disposal requirements.
- 4.2.6 Contractor shall provide a transport vehicle with proper state and federal licenses and permits for the transportation of hazardous waste on a public roadway.
- 4.2.7 Contractor shall provide a driver with the appropriate training, driver license and endorsements for operating a vehicle that transports hazardous waste.
- 4.2.8 Contractor shall provide appropriate vehicle placards in accordance with applicable DOT requirements for hazardous waste to be transported.
- 4.2.9 For the transport of waste, Contractor shall utilize their own equipment and vehicles that meet the following requirements:
- U.S. Department of Transportation
 - California motor vehicle and Cal OSHA regulations

- All other applicable codes required for use on highways in the State of California or any other state where OC San hazardous waste is transported.

4.3 Schedule and Progress Reports

- 4.3.1 Contractor shall provide a report at least quarterly of each waste disposed of by Contractor on behalf of OC San.
- 4.3.2 Contractor shall separate work order forms and shall be provided for each Service response.
 - 4.3.2.1 Work orders must specify all Services performed and record man-hours worked and list materials used.
 - 4.3.2.2 Completed work order forms must be given to the Project Manager for approval/comment and signature, at the completion of each Service performed.

5 Safety

5.1 Safety & Hazardous Materials

- 5.1.1 Contractor shall ensure compliance with all applicable Cal-OSHA requirements and provide safe and healthful working conditions.
- 5.1.2 Contractor shall ensure the following:
 - 5.1.2.1 All employees shall wear the appropriate personal protective equipment as posted at OC San sites to include:
 - 5.1.2.1.1 Safety toed shoes,
 - 5.1.2.1.2 Safety glasses with side shields
 - 5.1.2.1.3 Hard hat
 - 5.1.2.1.4 High visibility safety vest
 - 5.1.2.1.5 Hand protection adequate for task
 - 5.1.2.1.6 Uniform or professional work attire
 - 5.1.2.1.7 Face shield and/or goggles, as required for task.
 - 5.1.2.2 All Contractor employees and subcontractor employees who enter wastewater process areas shall wear an atmospheric monitor that measures percent Lower Explosive Level (% LEL) due to the numerous classified locations at OC San facilities.
 - 5.1.2.3 Safety Data Sheets (SDS) are available on Contractor vehicles for any hazardous material (excluding vehicle fluids) used on OC San sites.
 - 5.1.2.4 All employees and subcontractors shall comply with OC San's safety policies.

5.2 Contractor Safety Orientation

- 5.2.1 Contractor shall receive a Contractor Safety Orientation by Project Manager annually, or as required by OC San for any work activities beyond the scope of this specification.
- 5.2.2 Contractor is advised that confined spaces and hazardous atmospheres exist in process areas at OC San facilities.
- 5.2.3 Contractor shall ensure that its employees and subcontractors who work on OC San sites are aware of the hazards present in the wastewater industry.
- 5.2.4 Prior to the start of any work under this Contract, OC San will meet with Contractor to discuss site specific hazards.

6 Contract Management

- 6.1 Contractor shall provide an updated (quarterly) list of all contacts with telephone numbers and e-mail addresses including but not limited to technical and sales contacts.
- 6.2 Contractor shall provide a 24-hour emergency dispatch/contact number.

7 Licenses and Permits

- 7.1 Contractor shall maintain all required licenses and permits as follows for the duration of the contract term:
 - 7.1.1 State, Federal identification Numbers/Licenses/Permits related to hazardous waste preparation, analysis, packaging, transportation, and disposal.
 - 7.1.2 Maintain a valid California registered hazardous waste transporter permit and submit the following annually:
 - California Waste Hauler's Registration Number and expiration date.
 - US EPA Identification Number and expiration date.
 - Applicable certificates from the California Department of Motor Vehicles and the California Highway Patrol.
 - Proof of driver training records as required by 49 CFR.
 - Proof of driver training records as required by 8 CCR 5192.

8 Personnel Requirements

- 8.1 Contractor shall provide highly qualified personnel who are properly trained in the safe and proper handling of hazardous and non-hazardous waste and capable of emergency response and cleanup of hazardous materials spills.
- 8.2 Contractor shall submit copies of employee-training certifications (40-hour HAZWOPER, Asbestos-work, etc.) for those persons performing work at/for OC San.
- 8.3 Contractor warrants that all persons employed by them have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work.

- 8.3.1 During performance of the Contract, all Contractor's employees and subcontractors shall be required to wear uniforms, badges or other means of identification which are to be furnished by the Contractor and must be worn always while working on OC San property or at any work site specified by OC San.
- 8.3.2 OC San will provide a contractor badge that is to be worn while on OC San sites.
- 8.3.3 All Contractor personnel shall be fit for duty.
- 8.3.4 Contractor agrees to the immediate removal and replacement of any employee whose conduct or workmanship is in any way unsatisfactory to OC San.
- 8.3.5 All work shall be performed under the supervision of a trained supervisor who shall be responsible for the conduct and workmanship of the Contractor's employees and subcontractors.
- 8.3.6 Supervision shall be provided at Contractor's expense. Said supervisor shall be required to make necessary reports, complete manifests, and to work directly with OC San's employees in performing Contract requirements.
- 8.3.7 Due to the hazardous nature of the work, all employees on the premises during the hours that work is in progress must be able to read, speak, and understand the English language.
- 8.4** Contractor shall not make changes to personnel assigned to the contract without the prior written approval from OC San.
- 8.5** Contractor shall only provide Services when authorized by specific OC San personnel.
- 8.6** Contractor shall provide a list of authorizing personnel at least annually.
- 8.7** OC San shall require written Service updates each quarter from the Contractor regarding any anticipated changes that might affect removal, transport, and disposal procedures or requirements.
 - 8.7.1 Contractor shall give OC San notice of such change thirty (30) days prior to the date the change is proposed. No changes nor updates shall be made without prior written approval from OC San.

9 Staff Assistance

The Contractor will be assigned a single point of contact (Project Manager) on this project. Any meetings and/or correspondence related to this project shall be scheduled and approved by the Project Manager.

EXHIBIT B-1
COST PROPOSAL
For
Hazardous Waste Disposal

**** All Proposers must upload the Cost Proposal Form at the time of Proposal submission.***

**EXHIBIT B
COST PROPOSAL FORM
(UPLOAD FILE SEPARATELY FROM RESPONSE FILE)
Hazardous Waste Management
Specification No. S-2022-1304BD**

Due Date for Proposal Submittal March 24, 2022 at 2:00 P.M. PT.

Proposer shall provide costs for all applicable fields below and enter the Lump Sum Total on Page 4. Please include any other supplemental pricing sheets, if necessary.

Section 1 – Labor and Equipment-Routine Services

Description	Estimated Annual Quantities	Cost	UOM
1. Project Manager	120	89.38	per hour
2. Field Technician	640	89.38	per hour
3. Chemist	640	89.38	per hour
4. Rolloff Bin (Straight Frame or Tractor Trailer) with Driver*	300	157.50	per hour
5. Rolloff Bin Rental Fee (10–40-yard capacity)*	180	10.00	per day
6. Container Hauling Vehicle (flatbed, stake bed, enclosed van, etc.) with Driver*	60	157.50	per hour
7. Vacuum Truck with Driver*	24	178.23	per hour
8. Vacuum/Pump Truck Pumping Time*	24	188.23	per hour
9. Vacuum/Pump Truck Washout*	3	350.00	Each

* It is understood rates will change depending on equipment utilized. Please provide rates for all equipment types that may be utilized in the execution of this contract.

Section 2 – Material-Routine Services

Description	Estimated Annual Quantities	Cost	UOM
1. 5 gallon, fiber drum	5	25.20	Each
2. 5 gallon, metal drum	5	70.66	Each
3. 5 gallon, screw top pail	100	24.00	Each
4. 16 gallon, open top poly drum	30	76.80	Each
5. 30 gallon, open top poly drum	20	118.46	Each
6. 30 gallon, closed top poly drum	20	98.40	Each
7. 55 gallon, open top poly drum	50	120.00	Each
8. 55 gallon, closed top poly drum	20	128.40	Each

9.	55 gallon, closed top metal drum	50	99.70	Each
10.	55 gallon, open top metal drum	100	78.00	Each
11.	85 gallon, overpack poly drum	2	348.00	Each
12.	85 gallon, overpack metal drum	2	480.25	Each
13.	40 cubic yard rolloff bin	60	10.00	Each Day rental
14.	Fluorescent bulb – 4 foot fiber drum large capacity	6	127.24	Each
15.	Fluorescent bulb – 8 foot fiber drum 85 capacity	6	53.81	Each
16.	1 cubic yard pallet box	6	122.84	Each
17.	2 cubic yard bin	6	122.84	Each (for equivalent of 1 CY haz rated flex bin)
18.	Tri wall boxes (or equivalent)	10	122.84	Each
19.	Lab pack box for laboratory waste, 5 gal	6	25.20	Each
20.	Lab pack box for laboratory waste, 30 gal	6	42.00	Each
21.	Lab pack box for laboratory waste, 55 gal	6	31.86	Each
22.	Drum liners – 55 gallon	150	6.36	Each
23.	Hazardous waste labels	1000	2.16	Each
24.	DOT labels	80	2.16	Each
25.	Absorbent material (vermiculite or equivalent)	12	90.00	Each
26.	Absorbent pads (Per each)	400	1.66	Each
27.	Absorbent pillows, 12 inch (per Pillow)	40	1.00	Each
28.	Visqueen Plastic Sheeting, Roll 6 mil 20 x 100	2	291.40	Each
29.	Tyvek suit; modified level D PPE	64	33.00	Each

Section 3 – PPE

Please list all Personal Protective Equipment (PPE) to be used for the Execution of this Contract.

Description	Estimated Annual Quantities	Cost	UOM
1. PPE (Specify) Level C w/CPF1 or 2 or PolyTyvek	64	66.00	Each
2. PPE (Specify) Leather Gloves	64	no charge*	Each pair

3. PPE (Specify) 14in Nitrile Gloves	64	no charge*	Each pair
4. PPE (Specify) 12 in PVC Gloves	64	no charge*	Each pair
5. PPE (Specify) Respirator Cartridges Organic Vapor Cartridges (No Dust)	64	no charge*	Each pair

Section 4 – Transportation *items 2. through 5. are included in Level C and D PPE rates.

State transportation costs as indicated below if not included in the hourly rate for vehicle usage.

Description	Estimated Annual Quantities	In State Cost	Out of State Cost	UOM
1. 5 gallon drum (metal or fiber)	110	29.00	29.00	Each
2. 30 gallon drum (metal or fiber)	40	29.00	29.00	Each
3. 55 gallon drum (metal or poly)	220	29.00	29.00	Each
4. 85 gallon overpack drum	4	29.00	29.00	Each
5. 1 cubic yard pallet box	6	29.00	116.00	Each
6. 2 cubic yard Bin	6	116.00	116.00	Each
7. 40 cubic yard rolloff bin	60	included in Section 1 hourly rates, billed portal to portal	cbc	Each
8. Tri Wall Boxes (or equivalent)	10	116.00	116.00	Each
9. Misc. packaging for E-Waste	6	116.00	116.00	Each
10. Misc. packaging for laboratory waste	6	29.00	29.00	Each

Section 5 – Laboratory

Description	Estimated Annual Quantities	Cost	UOM
1. Hazardous Waste Categorization (field)	12	50.00	Each
2. Analysis Fee / Normal Response Time __5__ working days	12	56.76*	Each
*Estimated cost for bid purposes. Actual invoice with be cost +20%. Rate is for TPH soil (SGT-HEm1664A) for estimating purposes at cost of 47.30 each			
3. Analysis Fee / Emergency (4/24 hours)	2	103.20*	Each
*Estimated cost for bid purposes. Actual invoice with be cost +20%. Rate is for TPH soil (SGT-HEm1664A) for estimating purposes at cost of 86 each.			

Section 6 – Recycle/Dispose

Description	Estimated Annual Quantities	Cost	UOM
1. Cost to Recycle (or dispose) Spent Activated Carbon, 1,000 pounds (CBP)	4	98.00	Each 55g drum
2. Cost to Recycle Empty Drums (less than 30 gallon) (D23)	40	56.76	Each (<30g drum)
3. Cost to Dispose Non-Friable Asbestos, 55 gallon (CNIA)	20	103.20	Each (55g drum)
4. Cost to Dispose Non-Friable Asbestos, 40 cubic yard rolloff, 15,000 pounds (CNIA)	60 (assumed this is 60 bins for bid total)	58.00	Each ton-with\$1160 minimum disposal charge per bin
5. Cost to Dispose Oil and Water, 55 gallon (A32)	30	115.00	Each (55g drum)
6. Cost to Dispose Oil Filters, 55 gallon (COF)	12	139.00	Each (55g drum)
7. Cost to Dispose Non-PCB Ballasts, 55 gallon (D80L)	10	239.00	Each (55g drum)
8. Cost for Labpack Incineration, 55 gallon (LCCRA to D)	6	465.00	Each (55g drum)
9. Cost for Aerosols Incineration, 55 gallon (LCCRQ)	6	317.00	Each (55g drum)
10. Cost for Lead Acid Batteries for Reclamation, 100 pounds (LBLA)	4 (assumed 4-100lb shipments for bid total)	0.25	Each (lb)
11. Cost for Compact Fluorescent Bulbs, 50 pounds (CFL8)	4(assumed 4-50lb shipments for bid total)	6.26	Each lb- with \$65 min disposal charge per shipment per wcc

Clean Harbors noted our applicable WCC after each waste Description in ()

Emergency Response Services

Labor and Transportation charges shall not exceed (2x) the routine bill rate for labor and transportation. Material used for Emergency Services shall be billed at Routine Billable Rates. OC San estimates one emergency call out per year.

Lump Sum Total

TOTAL LUMP SUM FOR HAZARDOUS WASTE DISPOSAL, IN ACCORDANCE WITH EXHIBIT A, SCOPE OF WORK AND THE ESTIMATED ANNUAL QUANTITIES LISTED ABOVE:	\$ <u>345.164.42</u>
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**OC SAN DOES NOT GUARANTEE VOLUME OF WASTE GENERATED OR SERVICE USAGE.*

Notes:

Clean Harbors applicable standard variable Recovery Fee and CARRA fee, currently at 23.5% and 2% respectively are not included in the above total.

Clean Harbors will give OC Sanitation a 5% discount off our standard variable recovery fee.

Disposal Taxes and fees will be charged at cost and are additional to the quoted disposal rates above.

See our attached General Pricing Conditions which apply to the quoted rates.

Please see attached rate sheet for emergency response services.

General Pricing Conditions

This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.

Assumptions and Considerations

Please find below the general pricing conditions for this contract. These conditions govern all waste streams and generic pricing covered under this contract. These conditions are in addition to specific pricing notes provided on the pricing matrixes.

1. Due to the volatility of the materials market, we reserve the right to renegotiate any supply/material rates included in this proposal if our costs increase by 20% or more anytime during the contract term.
2. Profiles submitted electronically through Clean Harbors Online Services will be approved at no charge. Approval of hard copy (paper) profiles will be charged at \$75 each.
3. Clean Harbors will provide necessary labels for transportation with a charge of \$0.95 per label.
4. All approved (“Approved”) waste streams are coded with Clean Harbors’ Waste Classification Codes (WCCs), which define the specifications for drummed, containerized and bulked wastes. Wastes that are received not conforming to these specifications may be subject to additional costs. A completed waste profile sheet, as well as a sample, representative analysis and/or Safety Data Sheet (SDS) must be submitted prior to approval and scheduling.
5. Lab Pack rates do not include explosive or potentially explosive, radioactive, temperature sensitive or infectious materials. Clean Harbors reserves the right to decline to accept for disposal any waste materials which, in its reasonable judgment, it cannot dispose of in a lawful manner or without a risk of harm to public health or the environment, or for which no legal means of disposal exists. Clean Harbors will provide separate quotations for any potential high-hazard work (i.e. peroxidized ethers, explosives, cylinders, etc.) upon request.
6. Some bulk waste streams require a sample prior to acceptance and approval. Final pricing for bulk waste streams will be determined from actual samples and/or trial loads. Specifications for bulk waste streams will be individually defined, but will generally follow the same specifications as the containerized (i.e., drummed, lab packed, etc.) wastes.
7. All pricing presented in this contract is based on Clean Harbors’ ability to utilize our approved network of audited TSDFs. If the number of sites approved by OC San is reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced economies of scale.
8. Except where specifically quoted otherwise in the pricing schedule, the following conditions will govern the way Clean Harbors invoices waste disposal for odd size shipping containers. Drum sizes or container types not covered herein will be quoted case-by-case.
 - 8.1. Disposal Pricing Conversions – Pricing for container sizes other than 55-gallon will be extrapolated as follows:

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

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

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

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

9. Weight Surcharges – Some waste streams may be subject to additional surcharges if containers of the materials exceed a specific weight. Potential weight surcharges for materials in the pricing schedule are listed below by Waste Classification Code and would be charged in addition to the base disposal price.

CCRC: \$1.00 for each pound more than 1,500 in a single flexbin

CCRK: \$1.00 for each pound more than 500 in a single drum
 \$1.00 for each pound more than 1,500 in a single flexbin

CCRN: \$0.79 for each pound more than 200 in a single drum
 \$0.79 for each pound more than 800 in a single flexbin

CCRX: \$1.47 for each pound more than 500 in a single drum

D20R: \$3.00 for each pound more than 300 in a single drum

FB5: \$0.79 for each pound more than 200 in a single drum
 \$0.79 for each pound more than 800 in a single flexbin

10. Dedicated or non-milkrun emergency pickups will be charged at full truckload price. Cancellation of a pickup with less than 24 hours notice will incur a \$350.00 cancellation fee.

11. Unless otherwise quoted, the following labor hours are considered Overtime and will be invoiced at 1.5 times the applicable straight time rate for all billable personnel:

All hours worked in excess of eight (8) on a normal workday (Monday - Friday), up to twelve (12) hours.

All hours worked on a Saturday, up to eight (8) hours.

Unless otherwise quoted, the following labor hours are considered Premium Time and will be invoiced at 2.0 times the applicable straight time rate for all billable personnel:

All hours worked in excess of twelve (12) on a normal workday (Monday - Friday).

All hours worked in excess of eight (8) on a Saturday.

All hours worked all day on a Sunday and holidays.

12. All transportation rates are based on utilization of Clean Harbors' transportation equipment

or Clean Harbors approved transporters.

13. Transportation Demurrage Schedules

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

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

The demurrage rate for Vans, Box Trucks and Flat-Bed Trailers is \$107.00/hour.

- 13.2. **Bulk Waste** – Demurrage rates for bulk waste transportation are outlined below:

Bulk Vehicle Description	Demurrage Rate Per Hour
Vacuum Trailer, Cusco	\$117
Liquid Transporter Trailer	\$117
Roll Off	\$107
Dump Trailer	\$107

- 13.2.1. For conforming waste, demurrage only to be charged after one (1) hour on the generator's site.
- 13.2.2. Unloading demurrage will not be charged for wastes being delivered to Clean Harbors' plants, unless a very significant generator-caused problem develops, such as improperly identified or non-conforming waste or a chemical release because of a failed container. An exception to this allowance is for direct burn and/or direct feed materials being incinerated. Demurrage will be invoiced based on the hours it takes to burn the material unless the trailer can be dropped at the incinerator and picked up when empty.
- 13.2.3. Demurrage will be charged for time when shipments unloaded at non-Clean Harbors facilities is more than one (1) hour. Clean Harbors will do its best to properly coordinate such loads, however we cannot control the process times at non-Clean Harbors' facilities.

14. Repairs to damaged Clean Harbors' owned or leased rolloff containers or other equipment by www.cleanharbors.com

a customer will be invoiced at cost-plus 30% for parts and labor.

15. Clean Harbors requires free and easy access to each pickup site. Drums/containers must be in DOT shippable condition.
16. Prices for PCB items are only effective if the items are received within 9 months of the out of service date (OSD). Out of Service Date (OSD) for PCB incinerables should be clearly identified in Section 14 of the manifest. Prices for OSD's exceeding 9 months will be billed as follows:
 - 16.1. Received over 9 months – 1.25 x base price
 - 16.2. Received over 10 months – 1.50 x base price
 - 16.3. Received over 11 months – 2.00 x base price

17. Compressed Gas Cylinder Conditions

- 17.1. Certain high hazard and extremely reactive cylinders will be handled case-by-case including chlorine dioxide, xenon difluoride, pentaborane, tetrafluorohydrazine, hydrogen cyanide anhydrous, fluorine >5%, sodium potassium alloy, potassium, sulfur trioxide, bromine pentafluoride, bromine trifluoride, chlorine pentafluoride, chlorine trifluoride, trifluoromethyl peroxide, trifluoromethylhypofluorite, xenon dioxide, xenon hexafluoride, xenon tetrafluoride, bis (trifluoromethyl) peroxide, hydrazine, methyl hydrazine, oxygen difluoride.
- 17.2. Zone A cylinder transportation (as required) will be quoted case-by-case and will be billed in addition to disposal.
- 17.3. Cylinders required to be returned to the generator after processing must be properly labeled to indicate "Return to Generator" and have operable valves. Return transportation will be quoted case-by-case.
- 17.4. Cylinders without original stenciling, labels and/or tags will be subject to an additional analysis charge.
- 17.5. Cylinders with inoperable valves may be subject to rejection or may be charged an additional handling fee of \$400.
- 17.6. Cylinders with a stuck/ rusted valve cap will be subject to a \$55.00 stuck cap charge.
- 17.7. Cylinders must in DOT-shippable condition.
- 17.8. Cylinders with greater than 5% solids maybe subject to surcharge or rejection.
- 17.9. All ½ ton, 1 ton and larger cylinders will be quoted by case-by-case. These cylinders are subject to a connect and disconnect fee of \$ 1,624.00 each. If the cylinder is a DOT bulk container (has water capacity exceeding 1000 pounds) a waste Profile and Specific UN# Markings/Placards will be required. If scrapping or disposal of the cylinder carcass is required, additional charges will be quoted individually.
- 17.10. All cylinders require an approved cylinder evaluation sheet and leak test for final acceptance.
- 17.11. Phosgene leak test will be quoted case-by-case.
- 17.12. Cylinder pricing offered in this proposal is contingent upon approval of the Clean Harbors, LaPorte, TX transfer, storage and disposal facility.

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

18. Pricing is based on the current market capacity, conditions and Government regulations. If a significant market-wide pricing, capacity or regulatory change affects our pricing, Clean Harbors will document such changes and approach OC San to re-negotiate pricing.
19. A tank wash or rolloff wash fee of \$350.00 will apply any time a wash of a tanker or rolloff is required for non-PCB items. Additional fees will apply for any tank (confined space) entries or PCB washouts.
20. Cleanouts of vacuum or sludge boxes will be charged at \$550.00.
21. Solidification of free liquids in a bulk solid container will be subject to a Bin Top Stabilization Fee of \$300.00 per container.
22. Cleanout/ Decontamination of bulk solid containers or tankers hauling PCB waste that are not in PCB dedicated service may be subject to a PCB cleanout/ decontamination fee of \$5,748.00 per container/ tanker.
23. Overpacked drums with the drum inverted will be subject to a \$25.00 inverted drum fee. If waste must be overpacked upon receipt at a Clean Harbors’ plant, an overpack fee of \$250.00 will be invoiced.
24. Minimum volume of 15 tons (or yards, whichever is greater) will be billed for all Classification Codes received in a roll off container; intermodal or dump trailer delivered to a CHES TSDF unless quoted otherwise on bid spreadsheet.
25. Shipments in a Vactor and/or Cusco will be subject to a three (3) ton disposal minimum per vehicle.
26. A minimum disposal charge of \$1,000.00 will be billed for all bulk liquid loads.
27. Bulk Waste Minimum Disposal Charges: Bulk wastes delivered to a Clean Harbors’ incinerator, landfill or other end-disposal facility will be subject to the following minimum disposal charges per load:
- | | |
|---|---------|
| Incineration Solid/Liquids/PCBs - | 12 tons |
| Incineration Liquid Fuels- | 12 tons |
| Waste Water Treatment - | \$1,000 |
| Landfill Hazardous - | \$1,200 |
| Landfill Non-hazardous Solids/Liquids - | \$1,000 |

Note: Wastes that are lightweight and priced by the cubic yard will be invoiced based upon the size of the rolloff container not the contents. The Min applies to each BIN not the total shipment. If there are 2 bins on a trailer the shipment will be invoiced 2 minimums.

28. Fees & Taxes

- 28.1. Local, state and federal fees/taxes applying to the generating location/receiving facilities as well as applicable sales taxes and use taxes are not included in disposal pricing and will be added to each invoice as applicable
- 28.2. On June 30, 2018, the US EPA activated the E-Manifest system. The EPA will charge the receiving treatment, storage and disposal facility (TSDF) a fee per manifest. To cover the cost of the E-Manifest, **Clean Harbors will charge \$20 per manifest on every invoice** effective October 1, 2019.
- 28.3. California Generators – CA RRAA Fee:** The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CA RRAA) of 2017 has increased the cost of providing waste management services in the State of California. To off-set this extra cost, **Clean Harbors is implementing a 2.0% CA RRAA Fee on every invoice for a California generator.**
- 28.4. Storage Fee. Clean Harbors reserves the right to charge \$50 a day for each piece of transportation equipment *not owned or subcontracted by Clean Harbors* that remain at a Clean Harbors TSDF in excess of 7 days of being emptied and the customer receiving notification that the equipment is available for pick up.”

28.5. Variable Energy and Security Recovery Fee

Clean Harbors is currently applying a Recovery Fee that is comprised of two components; a 2.5% charge covering insurance, liability, tolls and security costs plus a variable charge for Energy costs that is revised monthly based on the average diesel prices from the US Department of Energy. With current diesel prices, the standard recovery fee is 23.5% total. **Clean Harbors will give OC Sanitation a 5% discount off our standard variable recovery fee, so at the present time OC Sanitations recovery fee would be 18.5%.**

The Recovery Fee is applied to the entire invoice and will be broken out separately. The charge for energy costs will be set on the first Wednesday of the month based on data from the US Department of Energy (<https://www.eia.gov/petroleum/gasdiesel/>). The energy fee will be determined from the following table:

<u>Diesel Price Range</u>	<u>Energy Fee</u>	<u>Total Standard Recovery Fee</u>	<u>Total Discounted Recovery Fee</u>
≤ 1.10/gal	0.0%	2.5%	0.0%
1.11 - 1.20	1.0%	3.5%	0.0%
1.21 - 1.30	1.5%	4.0%	0.0%
1.31 - 1.40	2.0%	4.5%	0.0%
1.41 - 1.50	2.5%	5.0%	0.0%
1.51 - 1.60	3.0%	5.5%	0.5%
1.61 - 1.70	3.5%	6.0%	1.0%
1.71 - 1.80	4.0%	6.5%	1.5%
1.81 - 1.90	4.5%	7.0%	2.0%
1.91 - 2.00	5.0%	7.5%	2.5%
2.01 - 2.10	5.5%	8.0%	3.0%
2.11 - 2.20	6.0%	8.5%	3.5%
2.21 - 2.30	6.5%	9.0%	4.0%
2.31 - 2.40	7.0%	9.5%	4.5%
2.41 - 2.50	7.5%	10.0%	5.0%
2.51 - 2.60	8.0%	10.5%	5.5%
2.61 - 2.70	8.5%	11.0%	6.0%
2.71 - 2.80	9.0%	11.5%	6.5%
2.81 - 2.90	9.5%	12.0%	7.0%
2.91 - 3.00	10.0%	12.5%	7.5%
3.01 - 3.10	10.5%	13.0%	8.0%
3.11 - 3.20	11.0%	13.5%	13.0%

<u>Diesel Price Range</u>	<u>Energy Fee</u>	<u>Total Standard Recovery Fee</u>	<u>Total Discounted Recovery Fee</u>
3.21 - 3.30	11.5%	14.0%	9.0%
3.31 - 3.40	12.0%	14.5%	9.5%
3.41 - 3.50	12.5%	15.0%	10.0%
3.51 - 3.60	13.0%	15.5%	10.5%
3.61 - 3.70	13.5%	16.0%	11.0%
3.71 - 3.80	14.0%	16.5%	11.5%
3.81 - 3.90	14.5%	17.0%	12.0%
3.91 - 4.00	15.0%	17.5%	12.5%
4.01 - 4.10	15.5%	18.0%	13.0%
4.11 - 4.20	16.0%	18.5%	13.5%
4.21 - 4.30	16.5%	19.0%	14.0%
4.31 - 4.40	17.0%	19.5%	14.5%
4.41 - 4.50	17.5%	20.0%	15.0%
4.51 - 4.60	18.0%	20.5%	15.5%
4.61 - 4.70	18.5%	21.0%	16.0%
4.71 - 4.80	19.0%	21.5%	16.5%
4.81 - 4.90	19.5%	22.0%	17.0%
4.91 - 5.00	20.0%	22.5%	17.5%
5.01 - 5.10	20.5%	23.0%	18.0%
5.11 - 5.20	21.0%	23.5%	18.5%
5.21 - 5.30	21.5%	24.0%	19.0%
5.31 - 5.40	22.0%	24.5%	19.5%

An additional 0.5% will apply for each \$0.10 increase in diesel cost above \$5.40/gal.

The rate for energy costs will change (up or down) if the average price of diesel has changed from the previous range for a period of more than 2 out of the previous 3 weeks. The new rate will apply with invoices cut the following Monday.



EMERGENCY RESPONSE RATES (Travel time will be billable for emergency response services)

*Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

	UOM	PRICE
FIELD PERSONNEL (Prevailing Wages)		
Field Technician	HR	\$89.38
Foreman	HR	\$91.00
Supervisor	HR	\$105.00
Project Manager	HR	\$133.00
Site Safety Officer	HR	\$170.00
Prevailing Wage - Laborer (Group 5)	HR	\$89.38
Prevailing Wage - Driver (Group 4)	HR	\$113.23
Prevailing Wage - Driver (Group 6)	HR	\$92.50
Prevailing Wage - Driver (Group 10)	HR	\$93.78
TECHNICAL PERSONNEL (Prevailing Wages)		
Chemist	HR	\$104.00
Lead Chemist	HR	\$120.00
Field Inspector	HR	\$89.00
Mechanic	HR	\$104.00
Welder	HR	\$104.00
Field Engineer/Scientist/Geologist	HR	\$116.00
Senior Engineer/Scientist/Geologist	HR	\$131.00
Professional Engineer/LSP	HR	\$164.00
ADMINISTRATIVE/MANAGERIAL PERSONNEL		
On Site Administration	HR	\$71.00
Emergency Response Coordinator	HR	\$137.00
General Manager	HR	\$175.00
COVID19 RESPONSE EQUIPMENT*		
Antiviral Disinfectant Fogger	DAY	\$189.00
Antiviral Electrostatic Sprayer	DAY	\$263.00
Antiviral Backpack Sprayer	DAY	\$263.00
Wheeled Antiviral Sprayer	DAY	\$525.00
High Power Antiviral Fogger	DAY	\$683.00
Antiviral Disinfectant Solution	GAL	\$49.00
N95 Mask	EA	\$7.90
PER DIEM / SUBSISTENCE		
Per Diem / Subsistence	DAY	\$211.00
LIGHT DUTY TRUCK/RESPONSE EQUIPMENT		
Emergency Response Van	HR	\$86.00
Pickup with Dump Body	HR	\$32.00
Pickup/Van/Car/Crew Cab	HR	\$29.00
Small Box Truck / Cube Van	HR	\$40.00
Spill Trailer	DAY	\$310.00
Stake Body/Utility Truck	HR	\$40.00
Utility / Support Trailer	DAY	\$212.00



EMERGENCY RESPONSE RATES

***Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.**

UOM PRICE

HEAVY DUTY TRUCKS

Box Truck	HR	\$94.00
Dump Truck, 10 Wheel	HR	\$108.00
High Powered Vacuum Truck/Cusco	HR	\$151.00
Rolloff Straightjob	HR	\$103.00
Rolloff Two Can Trailer	HR	\$113.00
Skid Mounted Vacuum System	HR	\$69.00
Tractor Only, No Trailer	HR	\$81.00
Tractor w/Box Van	HR	\$107.00
Tractor w/Dump Trailer	HR	\$107.00
Tractor w/Flatbed/Lowbed Trailer	HR	\$115.00
Tractor w/Liquid Transporter	HR	\$129.00
Tractor w/Rolloff Trailer	HR	\$113.00
Tractor w/Vacuum Trailer	HR	\$133.00
Vactor with Jet Rodder	HR	\$151.00
Vacuum Truck, Straight	HR	\$103.00
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$151.00

*** Decontamination of Vacuum Trucks, Vactors, Cuscos, Trailers, etc. not included**

*** Some may require personnel entry, some may be deconned at a local truck wash.**

HYDROEXCAVATION EQUIPMENT

Hydrovac - Single Drive with Operator & Helper	HR	\$285.00
Hydrovac - Tandem Drive with Operator & Helper	HR	\$315.00
Hydrovac - Tri-Drive with Operator & Helper	HR	\$315.00
Working Boiler / Heating Charge	HR	\$69.00

EARTH MOVING EQUIPMENT

Backhoe Loader, 1 Yard Bucket	HR	\$86.00
Bobcat Loader/Mini Excavator	HR	\$80.00
Excavator, 20-30 Ton	HR	\$109.00
Fork Attachment for Bobcat Loader	DAY	\$63.00
Loader, 2-3 Yard Bucket	HR	\$83.00
Mini Excavator	HR	\$80.00
Sweeper Attachment for Bobcat Loader	DAY	\$154.00

ELECTRIC POWER TOOLS*

1/2in Drill, Electric	DAY	\$47.00
Circular Saw, Electric	DAY	\$66.00
Mercury Vacuum	DAY	\$223.00
Reciprocating Saw (Sawzall), Electric	DAY	\$86.00
Wet Vacuum (Shop Vac)	DAY	\$47.00



EMERGENCY RESPONSE RATES

*Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

	UOM	PRICE
FIELD ANALYTICAL		
4 Gas/5 Gas Meter	DAY	\$193.00
Bailer & Sampling Equipment	DAY	\$66.00
Draeger Air Monitoring Pump	DAY	\$86.00
Explosion/Oxygen Meter	DAY	\$137.00
Geiger Counter Meter	DAY	\$171.00
Hydrogen Cyanide Meter	DAY	\$141.00
Interface Probe	DAY	\$137.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$555.00
Mercury Vapor Analyzer	DAY	\$284.00
Particulate Meter, Mini Ram or equivalent	DAY	\$137.00
Personal Air Pump Meter	DAY	\$66.00
pH Meter	DAY	\$66.00
PID Meter	DAY	\$137.00
Well Purging/Sampling Pump	DAY	\$66.00
GAS POWERED TOOLS		
Brush Cutter/Power Broom	DAY	\$133.00
Chain Saw	DAY	\$133.00
Cutoff Saw (Demo)	DAY	\$142.00
HOSES/PIPE*		
Hose - Chemical, 2 in X 20 ft	DAY	\$40.00
Hose - Chemical, 3 in X 20 ft	DAY	\$56.00
Hose - Chemical, 4 in X 20 ft	DAY	\$73.00
Hose - Flex, 4 in, per ft	FT	\$4.20
Hose - Flex ADS, 6 in, per ft	FT	\$6.07
Hose - Lay Flat, 2 in X 25ft	DAY	\$30.00
Hose - Lay Flat, 4 in X 25 ft	DAY	\$66.00
Hose - Lay Flat, 6 in X 25 ft	DAY	\$86.00
Hose - Suction, 2 in X 25 ft	DAY	\$34.00
Hose - Suction, 3 in X 25 ft	DAY	\$46.00
Hose - Suction, 4 in X 25 ft	DAY	\$66.00
Hose - Suction, 6 in X 25 ft	DAY	\$95.00
Wash Hose, 1/2in x 50ft	DAY	\$19.00



EMERGENCY RESPONSE RATES

***Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.**

MARINE RESPONSE EQUIPMENT

	UOM	PRICE
Airboat, Single Engine	DAY	\$1,512.00
Airboat, Twin Engine	DAY	\$4,410.00
Boat/Workskiff without Motor	DAY	\$179.00
Brush Skimmer	DAY	\$1,008.00
Containment Boom - 10" Per Foot Per Day	FT	\$2.25
Containment Boom - 18" Per Foot Per Day	FT	\$2.51
Containment Boom - 24" Per Foot Per Day	FT	\$3.24
Containment Boom - 36" Per Foot Per Day	FT	\$3.64
Drum Skimmer (24in-36in)	DAY	\$790.00
Drum Skimmer, Double Barrel 24"	DAY	\$1,234.00
Hydraulic Power Pack for Skimmer	DAY	\$278.00
Landing Craft (LCM), 26ft-29ft	DAY	\$1,197.00
Landing Craft (LCM), 30ft-34ft	DAY	\$1,298.00
Landing Craft (LCM), 35ft-45ft	DAY	\$1,947.00
PFD Life Vest	DAY	\$34.00
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$103.00
PFD Deck Suit	EA	\$731.00
Power Barge Boat, 26ft-30ft	DAY	\$1,386.00
Power Barge Boat, 30ft-42ft	DAY	\$2,520.00
Power Workboat, Fast Response, 12-14ft	DAY	\$376.00
Power Workboat, Fast Response, 15-17ft	DAY	\$449.00
Power Workboat, Fast Response, 18-22ft	DAY	\$751.00
Power Workboat, Fast Response, 23-26ft	DAY	\$945.00
Power Workboat, Fast Response, 27-36ft	DAY	\$1,197.00
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$990.00
Rope Mop - 4" (Per Foot)	FT	\$38.00
Rope Mop - 9" (Per Foot)	FT	\$49.00
Rotating Disc Skimmer Unit	DAY	\$1,028.00
Skim Pack Skimmer	DAY	\$204.00
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$819.00
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$1,103.00
Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$977.00
Skimmer, Duck Bill	DAY	\$36.00
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$6,899.00
Skimming Vessel Belt Drive Replacement	EA	\$1,691.00
Weir Skimmer Unit	DAY	\$219.00

- * Vessel costs include first tank of fuel only**
- * Cost of Decontamination of Marine Response Equipment not included.**
- * Replacement Skimming Belts will be priced on request as needed.**



EMERGENCY RESPONSE RATES

*Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

	UOM	PRICE
PNEUMATIC POWER TOOLS		
3/4in Drill, Rotary Hammer	DAY	\$99.00
Airspade Pneumatic Shovel	DAY	\$72.00
Jackhammer, 40Lb	DAY	\$71.00
Jackhammer, 60Lb	DAY	\$89.00
Jackhammer, 90Lb	DAY	\$107.00
Pneumatic Chipping Gun	DAY	\$114.00
Steel Nibbler, Pneumatic	DAY	\$142.00
PRESSURE WASHING EQUIPMENT		
1000psi Pressure Washer	DAY	\$109.00
2000psi Pressure Washer	DAY	\$118.00
2500psi Hot Water Pressure Washer	DAY	\$369.00
2500psi Pressure Washer	DAY	\$129.00
3000psi Hot Water Pressure Washer	DAY	\$407.00
10,000 PSI - 60 GPM - HP Pump (350, 405)	HR	\$77.00
20,000 PSI - 23 GPM - HP Pump (305)	HR	\$152.00
40,000 PSI - 6 GPM - UHP Pump (200 HP)	HR	\$179.00
40,000 PSI - 12 GPM - UHP Pump (305)	HR	\$179.00
2-D Rotating Nozzle	HR	\$71.00
3-D Rotating Nozzle - 10K, 20-80 GPM (LV)	HR	\$93.00
DEGREASERS & NEUTRALIZING AGENTS*		
Capsur	GAL	\$184.00
Cirtic Acid Solution, 15%	GAL	\$7.60
Citrus Cleaner Degreaser	GAL	\$67.00
Hydrated Lime, 50 lb / 23 kg	BAG	\$8.70
Penetone Degreaser	GAL	\$36.00
Pink Stuff Degreaser	GAL	\$39.00
Simple Green Degreaser	GAL	\$37.00
Soda Ash, 100 lb / 45 kg	BAG	\$57.00
Sodium bisulfate 50 lb / 23 kg	BAG	\$132.00
Sodium Hypochlorite, 15% (Bleach)	GAL	\$20.00
PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)*		
Level A w/ResponderPlus Suit/Changeout	EA	\$1,028.00
Level B w/CPF2 or Polytyvec/Changeout	EA	\$217.00
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$271.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$325.00
Level C w/CPF1,2 or Polytyvec/Changeout	EA	\$66.00
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$131.00
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$81.00
Modified Level D (Tyvec, Gloves and Boots)	EA	\$33.00



EMERGENCY RESPONSE RATES

*Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

	UOM	PRICE
PUMPING/TRANSFERRING PUMPS		
Drum Head Vacuum System, Electric	DAY	\$58.00
Drum Loader	DAY	\$186.00
Pump - Centrifugal, 2 in	DAY	\$119.00
Pump - Diesel Lister, 3 in	DAY	\$167.00
Pump - Double Diaphragm, 1 in	DAY	\$105.00
Pump - Double Diaphragm, 2 in	DAY	\$149.00
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$197.00
Pump - Double Diaphragm, 3 in	DAY	\$167.00
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$218.00
Pump - Double Diaphragm, 4 in	DAY	\$229.00
Pump - Electric Drum	DAY	\$118.00
Pump - Electric Submersible, 2 in	DAY	\$94.00
Pump - Electric Submersible, 3 in	DAY	\$118.00
Pump - Electric Submersible, 4 in	DAY	\$173.00
Pump - Hand	DAY	\$38.00
Pump - Hydraulic Transfer, 4 in	HR	\$38.00
Pump - Hydraulic Transfer, 6 in	HR	\$284.00
Pump - Trash, 2 in	DAY	\$118.00
Pump - Trash, 3 in	DAY	\$136.00
Pump - Trash, 4 in	DAY	\$309.00
Drum Vacuum, Pneumatic	DAY	\$198.00
SITE SUPPORT		
100 HP Boiler Unit	HR	\$109.00
15 Gal HEPA Vacuum	DAY	\$186.00
150,000 BTU Portable Heater	DAY	\$294.00
2 CU YD self dumping hopper	DAY	\$4.43
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$81.00
Frac Tank 20,000 Gal	DAY	\$167.00
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$28.00
300 - 500 Gal Poly Storage Tank	DAY	\$46.00
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$99.00
Air Compressor 175-185 CFM	DAY	\$284.00
Air Compressor 8-10 CFM	DAY	\$132.00
ATV, 4X4 or 4X6	DAY	\$396.00
Carbon Filter System	DAY	\$269.00
Decon Pool, 10ft x 10ft	DAY	\$163.00
Decon Pool, 20ft x 100ft	DAY	\$488.00
Decon Pool, 25ft x 50ft	DAY	\$325.00
Decontamination Trailer	DAY	\$188.00
Dewatering Box	DAY	\$177.00
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$80.00
Eyewash Station	DAY	\$58.00
Frac Tank, Double Walled	DAY	\$200.00



EMERGENCY RESPONSE RATES

***Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.**

	UOM	PRICE
SITE SUPPORT		
Generator - 12K Watt	DAY	\$271.00
Generator - 4,000 Watt	DAY	\$151.00
Generator - 5,000 Watt	DAY	\$171.00
Generator - 8,000 Watt	DAY	\$198.00
Halogen Spotlight	DAY	\$114.00
Incident Command Unit	DAY	\$1,696.00
Intermodal Container	DAY	\$33.00
Intrinsically Safe Drop Light	DAY	\$114.00
Light Stand	DAY	\$114.00
Light Tower w/Generator	DAY	\$566.00
Office Trailer	DAY	\$124.00
On-site Van Trailer (Tractor not included)	DAY	\$218.00
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$189.00
Personnel Staging Tent, 20' x 30'	DAY	\$155.00
Rolloff Container with Metal lid	DAY	\$24.00
Rolloff Container with Tarp & Bows	DAY	\$21.00
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$31.00
Secondary Containment Unit	DAY	\$42.00
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$74.00
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$493.00
Traffic Cone/Barricade Unit	DAY	\$1.63
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$396.00
Vacuum Box, Watertight	DAY	\$112.00
Decon Station	DAY	\$210.00

*** Spotting fee, Liners, Cleaning of Unit not included**

SPECIALTY EQUIPMENT

Cutting Torch/Acetylene Torch	DAY	\$131.00
Electric Auger	DAY	\$80.00
Auger, Manual	DAY	\$71.00
Compactor	DAY	\$71.00
Walk Behind Concrete Saw	DAY	\$247.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$394.00
DBI/Rogliss Tripod	DAY	\$71.00
Drum Crusher, Portable	DAY	\$493.00
Drum Tilter, Mechanical	DAY	\$186.00
Electric Blower	DAY	\$95.00
Fiber Optic Camera	HR	\$63.00
Fiber Optic Camera Truck	HR	\$161.00
Manlift	DAY	\$271.00
Forklift, 2,000Lb Capacity	DAY	\$453.00
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY	\$488.00
Plasma Cutting Torch	DAY	\$257.00
Explosion Proof Pneumatic Fan Blower	DAY	\$95.00
Remote Drum Opener, Pnuematic	DAY	\$1,290.00
Sand Blaster and Hose	HR	\$32.00
Transit Set	DAY	\$136.00



EMERGENCY RESPONSE RATES

*Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

	UOM	PRICE
CHEMICAL PROTECTIVE GARMENTS*		
Kappler CPF1 Suit (Blue)	EA	\$37.00
Kappler CPF2 Suit (Grey)	EA	\$61.00
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$102.00
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$138.00
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$174.00
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$143.00
Chemrel Suit, Level C	EA	\$91.00
Nomex Suit and Hood	EA	\$197.00
Polycoated Rain Gear, 22mil	EA	\$34.00
Tyvec, Polycoat HD/BT	EA	\$24.50
Tyvec, Saranex	EA	\$62.00
Tyvec, White	EA	\$24.50
HAND/FOOT PROTECTION*		
Gloves - 12 in PVC	PAIR	\$12.60
14in Neoprene Gloves	PAIR	\$14.10
14in Nitrile Gloves	PAIR	\$14.10
Gloves - 18 in PVC	PAIR	\$13.10
Cotton Winter Glove Liners	PAIR	\$6.50
Cut Resistant Gloves	PAIR	\$34.00
Glove, Nitrile, Inner Liner	PAIR	\$3.68
Latex Gloves	BOX	\$14.70
Gloves - Leather	PAIR	\$8.70
Puncture Resistant Gloves	PAIR	\$37.00
Silver Shield Gloves	PAIR	\$37.00
Disposable Boot Covers (Chicken Boots)	PAIR	\$13.60
RESPIRATORY PROTECTION*		
2 Man Breathing System	DAY	\$312.00
4 Man Breathing System	DAY	\$396.00
Acid Cartridges	PAIR	\$32.00
Asbestos Cartridges	PAIR	\$33.00
Breathing Air Hose, 100ft	DAY	\$114.00
Chlorine Cartridges	PAIR	\$35.00
Mercury Cartridges	PAIR	\$59.00
MSA Chemical Cartridge	EA	\$36.00
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$284.00
Organic Vapor Cartridges (No Dust)	PAIR	\$41.00
Organic Vapor/Dust Combination Cartridges	PAIR	\$56.00
Respirator, Full Face	DAY	\$40.00
Self Contained Breathing Apparatus (SCBA)	DAY	\$284.00



EMERGENCY RESPONSE RATES

***Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.**

	UOM	PRICE
DOT SHIPPING CONTAINERS*		
1 Cubic Yard Supersac 13H2/Y/06	EA	\$102.37
10 Gal / 40 Litre Fiber Drum	EA	\$44.00
110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$563.00
16 Gal / 70 L Closed Poly Drum	EA	\$83.63
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA	\$85.79
16 Gal Fiber Drum	EA	\$37.00
18x18x24in Nonhazardous Pathological Waste Box	EA	\$10.90
20 Gal / 80 Litre Fiber Drum	EA	\$37.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$109.00
275G / 1100 L Poly TOTE, DOT Rated	EA	\$554.59
275G / 1100 L Recondition Poly TOTE, DOT Rated	EA	\$325.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$108.75
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$129.55
30 Gal / 120 Litre Closed Steel Drum, Reconded 1A1/Y1.4/100	EA	\$97.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$56.00
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA	\$142.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$173.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$148.85
4ft Fluorescent Tube Box 4G/Y275	EA	\$28.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$32.00
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$37.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$27.26
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$58.88
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$27.00
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$83.08
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$105.71
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$273.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$124.82
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$107.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$140.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$66.38
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$100.00
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$136.76
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$184.10
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	\$446.14
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$400.21
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	\$208.00
8ft Fluorescent Tube Box 4G/Y275	EA	\$44.84
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$441.00
95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$290.00
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$77.00
Drum Liners	EA	\$5.30
Dump Trailer Poly Liner	EA	\$104.00
Filter/Liner for Filter Box	EA	\$386.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$102.37

**EMERGENCY RESPONSE RATES**

*Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

	UOM	PRICE
DOT SHIPPING CONTAINERS*		
Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$102.37
Flexbin/Cubic Yard Box Liner	EA	\$32.00
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$106.03
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$96.00
Hazardous Waste Labels / Markings	EA	\$1.80
Labels - DOT Diamonds	EA	\$1.80
Pathological Waste Bag	EA	\$6.60
Poly Bags, 6mil, per Roll	EA	\$184.00
Poly Sheet, 6mil 20ft x 100ft	EA	\$242.83
Rolloff Poly Liner	EA	\$91.00
Vacbox Liner/Bladder	EA	\$833.00
Waste Wrangler	EA	\$102.37
ABSORBENT MATERIALS*		
Absorbent Boom, 3in x 4ft	EA	\$8.70
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$167.00
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$267.00
Absorbent Pad (101 Grade) 100/bale	BALE	\$138.00
Absorbent Roll, 38in x 144ft	EA	\$196.00
Absorbent Rug, 36in x 300ft	EA	\$325.00
Absorbent Sweep, 17in x 100ft	BALE	\$173.00
HGX Absorbent (Mercury absorbent)	LBS	\$22.50
Oil Snare, on a Line, 50ft	EA	\$105.00
Poly Absorbent, 20 lb / 23 kg	BAG	\$114.00
Rags, 50 lb / 23 kg	BOX	\$94.90
Speedi Dry	BAG	\$13.00
SPI Solidification Particulate (Oil Bond)	LBS	\$21.00
SPI Waterbond	LBS	\$17.00
Vermiculite 4 cuft	BAG	\$59.09
MISCELLANEOUS*		
Acetylene Bottle	EA	\$49.00
Breathing Air Bottle Refill	EA	\$33.00
Rolloff Bow	EA	\$46.00
Rolloff Tarp	EA	\$453.00
Misc. Handtools	DAY	\$53.00
Caution Tape/Roll	EA	\$61.00
Duct Tape/Roll	EA	\$16.00
Shrink Wrap	ROL	\$52.00
First Aid Kit, 25 Person	EA	\$90.00
Bottled Water / Stress Relief (Case)	CA	\$28.00
Digital Camera	DAY	\$94.00
WASTE MATERIAL APPROVAL		
Profile Approval Fee (No Sample)	EA	\$75.00
Sample & Profile Approval Fee	EA	\$158.00



EMERGENCY RESPONSE RATES

Pricing Conditions

1. All labor, equipment, materials and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of Clean Harbors' method of acquisition. Any items not described in this Schedule of Rates which are acquired by Clean Harbors shall be invoiced at Clean Harbors' cost plus a markup of Thirty-five percent (35%). (Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals.) The Schedule of Rates includes the cost of Clean Harbors basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work will be added to the project scope and the client will be invoiced at cost plus a markup listed above.
2. Lodging and subsistence for Clean Harbors personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from the employee's normal operations center and when overnight accommodations are required. The rate is outlined in the labor section of this document. When overnight accommodations are not required but work exceeds 12 hours, \$40.00 per day per person may apply to cover meals and incidentals.
3. At its sole discretion, Clean Harbors will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
4. Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization **(Travel time will be billed)**). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
5. Clean Harbors' normal employee workday is 7:00 am to 3:30 pm, Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day. All time will be based upon a 24 hour day.
6. All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all hours worked all day Saturday are considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel.
7. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving. When local laws or regulations recognize additional holidays or when local laws or regulations define premium hours in excess of this definition, Clean Harbors will invoice in accordance with local laws or regulations.
8. All emergency call-outs (i.e., less than 24-hour notice) will be subject to a minimum four (4) hour response charge. Or a \$3500 minimum charge whichever is greater. Minimum Charges do not apply to Transportation and Disposal.
9. Charges for Safety Plans are assessed on all projects involving OSHA regulated substances or when required by the Customer or other Agency. In some instances a Site Safety Officer charge will apply per hour to create and administer the Safety Plan.
10. A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice, excluding sales tax. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/recoveryfee.
11. The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CA RRAA) of 2017 has increased the cost of providing services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2% CA RRAA Fee on every invoice for a California generator.
12. Unless specifically notated, these rates do not apply to any projects with Prevailing Wage requirements. Any Prevailing Wage rates will be negotiated on a case-by-case basis.
13. Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
14. Unless specifically notated in the equipment description, all equipment rates are un-operated.
15. All waste disposal from project and or response activities will be charged additionally to the rates lists herein. A Waste Document Preparation Fee of \$125 per day will apply to any work generating waste. The fee includes labels, manifests/bills of lading and profiles.
16. A \$20 fee per manifest fee will be charged for every manifest to be in compliance with the e-manifest system implemented by the EPA on June 30, 2018.
17. Incident Reports can be created for any emergency response projects and will be charged at \$200 each. Larger and more complex reports will be quoted case-by-case.
18. Standby charges will be negotiated on a case-by-case basis.
19. Clean Harbors guarantees to hold prices firm for 30 days.