

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT

**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **CleanHarbors Environmental Services, Inc.** ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain the services of CONTRACTOR for the purpose of providing collection, disposal, and recycling of Household Hazardous Waste (HHW) including, but not limited to, used motor oil, lamps, batteries, and paint, for the residents of Tulare County. The program ensures proper storage and disposal of paint, used oil, batteries, electronic, and other household hazardous waste through permanent, temporary, or satellite collection facilities;
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the Environmental Health Division; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. **TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2021, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached **Exhibit A**.
- 3. **PAYMENT FOR SERVICES:** See attached **Exhibit B**.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D and E can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

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<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	<b>Exhibit ____</b>	[Insert name of any other exhibit needed and attach]

**7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**

Contracts Unit  
 Tulare County Health and Human  
 Services Agency  
 5957 S. Mooney Blvd.  
 Visalia, CA 93277  
 Phone No.: 559-624-8000  
 Fax No.: 559-713-3718

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
 2800 W. Burrel Ave.  
 Visalia, CA 93291  
 Phone No.: 559-636-5005  
 Fax No.: 559-733-6318

**CONTRACTOR:**

CleanHarbors Environmental Services, Inc.  
 2550 Del Monte St. #140.  
 West Sacramento, CA 95691  
 Phone No.: 916-416-1818  
 Fax No.: 916-373-0649

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

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**9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

**10. LIMITATION OF LIABILITY:** Notwithstanding any term or condition of this agreement to the contrary, and to the greatest extent allowed by law, COUNTY agrees that CONTRACTOR's aggregate liability to COUNTY and any third party for any and all injuries, claims, demands, losses, expenses, or damages, of whatever kind or character including but not limited to an action or claim based on contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, arising out of or in any way related to this agreement, the work/services, or the project site, shall be limited to two million dollars (2,000,000).

**11. SPECIFIC PROVISIONS:** As stated in Section 5, the terms and provisions in the GENERAL AGREEMENT TERMS AND CONDITIONS are controlling except as stated in this section.

- a. Liability - COUNTY'S payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 3, "PAYMENT FOR SERVICES," of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall either party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
- b. Indemnification and Defense - To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") to the extent caused by the negligence, recklessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CONTRACTOR'S obligation to indemnify applies unless the liability was caused by the sole active negligence or willful misconduct of an Indemnified Party. If liability is caused by the comparative active

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negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.

The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. CONTRACTOR'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Agreement is in addition to any liability CONTRACTOR may have to COUNTY for a breach by CONTRACTOR of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

CONTRACTOR must indemnify and hold COUNTY harmless from all loss and liability, including reasonable attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

To the fullest extent permitted by law, COUNTY must indemnify, defend (at COUNTY's sole cost and expense and with legal counsel approved by CONTRACTOR, which approval may not be unreasonably withheld), protect and hold harmless CONTRACTOR, all subsidiaries, divisions and affiliated agencies of CONTRACTOR, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns ("CONTRACTOR Indemnified Party"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and CONTRACTOR general and administrative expenses) of every kind and nature

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whatsoever to the extent caused by the negligence, recklessness, or misconduct of COUNTY. COUNTY's obligation to indemnify applies unless the liability was caused by the sole active negligence or willful misconduct of a CONTRACTOR Indemnified Party. If liability is caused by the comparative active negligence or willful misconduct of a CONTRACTOR Indemnified Party, then COUNTY's indemnification obligation shall be reduced in proportion to the established comparative liability.

- c. Termination-Either party may terminate the agreement without cause by giving thirty (30) days prior written notice to the other party of its intention. All other portions of Section 13 of the GENERAL AGREEMENT TERMS AND CONDITIONS remain intact.

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HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Date: 1/11/19

By [Signature]

Print Name Louis Pransky

Title Vice President

Date: 1/15/19

By [Signature]

Print Name Michael McDonald

Title Asst. Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: \_\_\_\_\_

By \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

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

Approved as to Form  
County Counsel

By [Signature]  
Deputy

Matter # 2018838

## **Exhibit A Scope of Work**

### **EXPERIENCE, QUALIFICATIONS AND BACKGROUND**

#### **COMPANY OVERVIEW**

Since its inception in 1980, Clean Harbors has grown to become the leading environmental, energy, and industrial service provider and largest hazardous waste disposal company in North America. The company, founded by Alan S. McKim, began as a small four person tank cleaning business. Today, Clean Harbors is a publically traded company (NYSE: CLH) that maintains a vast network of service centers and waste management, treatment, and disposal facilities and provide a broad range of services. Services include hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services, and industrial maintenance. Mr. McKim continues to lead the company as Chief Executive Officer and Chairman of the Board.

Today, Clean Harbors has a network of over 400 service locations providing waste transportation and disposal, laboratory chemical packing, 24-hour emergency response, parts cleaner services, and field, energy, and industrial services on customer sites or other locations. Clean Harbors operates throughout the United States, Canada, Mexico, and Puerto Rico. The company owns and operates over 100 waste management facilities offering a wide range of disposal options including incineration, wastewater treatment, and landfill, recycling and specialty disposal services. Clean Harbors is the largest hazardous waste disposal company and the largest refiner of used oil into base and blended oils in North America.

The company serves a diverse customer base, including a majority of the Fortune 500, across the chemical, energy, manufacturing, and other markets, as well as numerous government agencies. These customers rely on Clean Harbors to sustainably deliver a broad range of services such as full service hazardous waste management, emergency spill response, industrial cleaning and maintenance, and recycling services.

Today, Clean Harbors operates under multiple reportable segments, including:

- Environmental Services
- Oil Re-refining and Recycling
- Safety-Kleen Environmental Services
- Industrial Services
- Oil and Gas field Services

## **COMPREHENSIVE SERVICES FOR TULARE COUNTY**

### **Hazardous Materials Transportation and Disposal**

#### **1. The COUNTY'S responsibilities:**

- A. Provision of permanent Household Hazardous Waste Facility: This facility is intended to serve only Tulare County residents. Currently, the facility is open to the public one day per week on Saturday from 8:00 am to 1:00 pm.**
- B. Certified Unified Program Agency (CUPA) Inspection and Audit.**
- C. Review and Approve Billings.**
- D. Temporary collection event operations: The facility supports the Temporary Collection Program, which serves County residents.**
- E. Consolidation or packaging and labeling of waste.**
- F. The COUNTY will identify and schedule site locations of each HHW collection event, maintain program publicity, and CONTRACTOR oversight.**

#### **2. The CONTRACTOR'S responsibilities:**

- A. Material Management Requirements: The CONTRACTOR will transport and Dispose of all contracted household hazardous water material collected at the Facility in a manner consistent with all applicable State and Federal regulatory Requirements including those of the Resource Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); the Toxic Substance Control Act (TSCA); the Hazardous Materials Management Act (HMMA); the Hazardous Materials Transportation Act; the Occupational Safety and Health Act (OSHA); and the Laws, rules, and regulations promulgated by the Department of Transportation (DOT). This may include Load check material delivered to the solid waste Facilities by private or commercial haulers and diverted by COUNTY staff.**
- B. Material Management Preferences: In order of preference, the COUNTY'S Material management/disposal options are:**

- (1) reuse**
- (2) recycling**
- (3) energy recovery**
- (4) treatment**
- (5) incineration, and/or**
- (6) landfill**

**Material shall be recycled whenever feasible. The COUNTY'S goal is to reflect the waste disposal hierarchy established by the State of California in its programs as much as possible. This hierarchy calls for source reduction and reuse first, and then recycling and reclamation wherever feasible. Environmentally sound incineration and hazardous waste landfill disposal are considered the least desirable options. It is the COUNTY'S desire to recycle,**



process, treat, minimize, and consolidate as much waste as is possible prior to shipment for final disposal. Recycling, energy recovery, and treatments are preferred methods of disposal because they are less likely to result in long-term liability.

The COUNTY will promote the recycling of recyclable hazardous wastes and desires to recycle more materials as technology is developed that makes recycling feasible. The CONTRACTOR will recycle readily recyclable materials and demonstrate that efforts are made to recycle more difficult to recycle materials. The COUNTY desires to provide residents with convenient and consistent disposal and recycling options for HHW while providing these services as cost effectively as possible.

The COUNTY will support environmentally-sound incineration and hazardous waste landfill disposal as management options for non-reusable or non-recyclable wastes. The CONTRACTOR will provide the COUNTY with guidelines for the recommended handling of each material category based on reasonable assumptions of risk associated with each management method available.

The CONTRACTOR will be responsible for using selected methods of disposal for each waste stream. In the event materials are not managed in accordance with the COUNTY'S selected disposal methods the CONTRACTOR shall pay liquidated damages in the amount of one thousand dollars per container.

The CONTRACTOR is expected to transport waste streams from the Facility for permanent disposal.

### 3. Permits and License Preparation:

The CONTRACTOR shall secure and maintain any necessary permits or variance documents and carry out any necessary interaction with the California Environmental Protection Agency Department of Toxic Substances Control required to perform transportation and disposal of household hazardous materials or any other special wastes as requested. Permit preparation will be handled by the CONTRACTOR and the COUNTY.

A. Document Certification: The CONTRACTOR shall provide copies or ready access to certain documents used in the course of the operation of the Facility, including, but not limited to, Uniform Hazardous Waste Manifest, Land Disposal Restriction Notifications, and Material Stream Status Reports. The CONTRACTOR'S representative, who is actually familiar with such descriptions, packaging, marking, labeling, analysis, testing, reporting and/or similar activities related to the material, shall sign the written certificates required in the documents as an Authorized Representative of the Generator.

B. **Certificates of Disposal/Recycling:** Certificates of disposal, destruction or recycling, are required to be provided to the COUNTY in a format that is easy to track from the original manifest or bill of lading; if not easy to track, CONTRACTOR shall prepare a summary indicating which disposal documents correspond with the original manifests. The COUNTY prefers to receive all certificates of disposal within 180 days of shipment from the Facility. All certificates of disposal must be made available within one year of shipment from the Facility.

C. **Data Collection, Record Keeping, and Reporting:** The CONTRACTOR shall be solely responsible for maintaining all records required by local, state, and Federal laws, ordinances, and regulations, including but not limited to, Uniform Hazardous Waste Manifests, State and Federal land disposal Restrictions, hazardous and non-hazardous material collection and managed Through the Facility.

Annual 303 Report: Information necessary for completion of each annual Cumulative CalRecycle Form 303 shall be made available to the COUNTY A minimum of thirty (30) days prior to the CalRecycle due date.

D. **Change Orders:** Change orders shall be in writing and shall state the dollar value of the change, the established method of payment, and adjustment in contract time, and shall provide for the CONTRACTOR'S signature indicating his acceptance. Changes in specified methods of operation may be made at the CONTRACTOR'S request when approved by the COUNTY. Changes requested in writing by the CONTRACTOR that do not materially affect the work and which are not detrimental to the work or the interests of the COUNTY may be granted by the COUNTY to facilitate the work.

#### 4. AIR OR WATER POLLUTION VIOLATION:

CONTRACTOR shall not be:

- A. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- B. Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or Discharge prohibitions; or
- C. Finally determined to be in violation of provisions of federal law relating to Air or water pollution.

**Acceptable/Unacceptable Materials**

Clean Harbors will accept for transportation and disposal the majority of hazardous waste

typically produced by households. It is stressed for the safety of everyone involved that all materials are known and properly labeled. Wastes that are not in their original containers will be accepted as "known" wastes provided they are labeled. Unknown wastes, if acceptable, will be field tested and packaged for incineration. Below is a listing of typical household hazardous wastes collected:

- Used and Unused Motor Oils
- Household Batteries
- Drain Cleaners
- Oven cleaners
- Metal polish
- Arts and crafts supplies
- Photo chemicals
- Floor cleaners
- Dry cleaning fluids
- Radiator cleaners
- Rust preventatives
- Wood preservatives
- Wood strippers
- Oil based paint
- Paint thinner
- Solvents
- Sealants
- Antifreeze
- Engine and radiator flushes
- Transmission fluid
- Old chemistry sets
- Pesticides
- Herbicides
- Insect sprays
- Brake fluid
- Rodent killers
- Pool chemicals
- Muriatic acid
- Creosote
- Batteries
- Moth balls
- Bleaches
- Ammonia
- Cesspool cleaners

Clean Harbors reserves the right to refuse any waste deemed unsafe to handle or unsuitable for the collection. Such wastes include:

- Large quantities of unknown materials
- Radioactive waste, including smoke detectors

- Explosives, gun powder, flares, ammunition
- Unstable wastes
- Unknown gas cylinders
- Substances regulated by the Drug Enforcement Agency
- Biohazardous Waste, Infectious Waste, Needles/ Syringes

If the above listed unacceptable wastes are unintentionally received, Clean Harbors will work with the Tulare County to provide safe disposal of the materials. Our proposal does not include pricing for handling these wastes. Pricing will provided as needed on a case-by-case basis.

## LICENSES, PERMITS AND REGISTRATION

### TRANSPORTATION PERMITS

Permits and registrations necessary to transport hazardous waste, including HHW, are Summarized in the following Table. A state-by-state permit listing follows.

Authority	License / Permit Number	Expiration
US EPA <i>Hazardous Waste Transporter</i>	MAD039322250	NA
US DOT Pipeline & Hazardous Materials Safety Administration <i>Hazardous Materials Certificate of Registration</i>	062117 553 058ZB	06/30/20
US DOT Federal Motor Carrier Safety Administration <i>Hazardous Material Safety Permit</i>	US-180743-MAHMSP	03/31/20

### INSURANCE COVERAGE

The following insurance information is a brief outline of the current Clean Harbors Environmental Services, Inc. (CHESI) Casualty Program. It is intended to be used as a reference only, and does not attempt to provide a full description of conditions, premiums or policy stipulations.

The current policies described in this summary include the following:

- "Sample Insurance Certificate for 2017-18"
- Comprehensive General Liability
- Business Automobile Liability
- Umbrella Liability
- Workers' Compensation and Employers' Liability
- Contractors' Pollution Liability
- Excess Pollution Liability (Facilities and Auto Fleet)

**US DOT Pipeline and Hazardous Materials Safety Administration --  
Hazardous Materials Certificate of Registration**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR(S) 2017-2020**

**Registrant: CLEAN HARBORS ENVIRONMENTAL SERVICES INC  
Attn: RJTA POWERS  
PO BOX 9149  
NORWELL, MA 02061-9149**

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

**Reg. No: 062117 553 058ZB      Effective: 07/01/2017      Expires: 06/30/2020  
HM Company ID: 007987**

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-S2, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

**US DOT --  
Hazardous Materials Safety Permit**

# Exhibit B



2550 Del Monte St. #140  
West Sacramento, CA 95691  
www.cleanharbors.com

04-05-2018

Attn: Mr Jesus Gaona  
Tulare County Environmental Health  
335 North Cain Street  
Visalia, CA 93291

Report #43041

Dear Mr Gaona:

Thank you for using Clean Harbors Environmental Services, Inc. (Clean Harbors) for your waste management needs. We are sending you this new quotation with increased pricing based on recent industry changes and market conditions. Existing services agreement terms and conditions apply to this quoted business. This new quotation is based upon submitted waste profiles and previous shipment history.

We remind you that we offer our clients a broad spectrum of environmental services in addition to the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. A Clean Harbors professional can assist you with:

- . Waste Transportation & Disposal
- . Laboratory Chemical Packing
- . Field Services
- . 24-Hour Environmental Emergency Response
- . Industrial Services
- . Apollo Onsite Services

Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions about our new pricing or need further assistance, you may reach me at the number below.

Sincerely,  
GILBERT A CARMONA  
Technical Service Account Manager  
Phone: 916.520.3628  
Fax: 916.373.0649



**Clean Harbors House Hold Hazardous Waste Pricing Schedule**

**Labor, Equipment and Materials**



**PER DIEM / SUBSISTENCE**

Per Diem / Subsistence	DAY	no charge	\$0.00
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**SUPPORT EQUIPMENT**

DOT Rated Heavy Duty Pallet	EA	no charge	\$0.00
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**DOT SHIPPING CONTAINERS**

16 Gal / 70 L Closed Poly Drum	EA		\$31.00
16 Gal / 70 L Closed Top Steel Drum	EA		\$56.00
16 Gal / 70 L Steel Drum, Reconditioned	EA		\$76.00
16 Gal Fiber Drum	EA		\$24.50
20 Gal / 60 Litre Closed Top Poly Drum	EA		\$43.00
20 Gal / 60 Litre Fiber Drum	EA		\$24.50
20 Gal / 60 Litre Poly Drum (1H2/Y56/S)	EA		\$52.00
20 Gal / 60 Litre Steel Drum	EA		\$76.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA		\$43.00
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.8/200	EA		\$56.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA		\$40.00
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA		\$52.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA		\$76.00
4ft Fluorescent Tube Box 4G/Y275	EA		\$10.30
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA		\$12.40
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA		\$14.50
5 Gal / 20 Litre Fiber Drum	EA		\$7.70
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/80	EA		\$10.10
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA		\$14.50
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA		\$37.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA		\$37.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA		\$49.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA		\$72.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA		\$40.00
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA		\$54.00
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA		\$72.00
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA		\$180.00
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA		\$180.00
8ft Fluorescent Tube Box 4G/Y275	EA		\$28.00
Drum 16 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA		\$34.00
Drum Liners	EA		\$1.59
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA		\$47.00



**Clean Harbors House Hold Hazardous Waste Pricing Schedule**

**Labor, Equipment and Materials**

Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$32.00
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$82.00
<b>ABSORBENT MATERIALS</b>		
Speedi Dry	BAG	\$8.50
Vermiculite 4 cuft	BAG	\$37.00
<b>MISCELLANEOUS</b>		
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$212.00
Transportation to a Clean Harbors Facility	EA	\$1212.00

**Waste Code Disposal Pricing**

A22K	LOW BTU ORGANIC LIQUID	20DM	\$148.00
A22K	LOW BTU ORGANIC LIQUID	30DM	\$148.00
A22K	LOW BTU ORGANIC LIQUID	55DM	\$228.00
CA5	SOLIDS GREATER THAN 20% CYANIDE OR SULFIDE	55DM	\$1257.00
CAXI	OXIDIZERS FOR INCINERATION	05DM	\$304.00
CFL1	MERCURY BULBS FOR RECLAMATION	FBIN	\$585.00
CFL1	MERCURY BULBS FOR RECLAMATION	FT	\$0.145
CFL4	MISC. MERCURY BULBS FOR RECLAIM	EA	\$6.40
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	55DM	\$269.00
CNIA	ASBESTOS WASTE	05DM	\$58.00
CNIA	ASBESTOS WASTE	30DM	\$76.00
CNIA	ASBESTOS WASTE	55DM	\$82.00
CNIA	ASBESTOS WASTE	FBIN	\$292.00
CNO	NON HAZARDOUS SOLID	05DM	\$58.00
CNO	NON HAZARDOUS SOLID	30DM	\$76.00
CNO	NON HAZARDOUS SOLID	55DM	\$82.00
D23	EMPTY DRUMS	05DM	\$58.00
D23	EMPTY DRUMS	30DM	\$76.00
D23	EMPTY DRUMS	55DM	\$82.00
FB1	LIQUID FOR FUEL	05DM	\$38.00
FB1	LIQUID FOR FUEL	30DM	\$96.00
FB1	LIQUID FOR FUEL	55DM	\$128.00
FB2	LIQUID FUEL WITH SOLIDS	30DM	\$188.00
FB2	LIQUID FUEL WITH SOLIDS	55DM	\$318.00
FB3R	LATEX & ALKYD PAINT FOR RECYCLING	55DM	\$140.00
FB3R	LATEX & ALKYD PAINT FOR RECYCLING	FBIN	\$685.00
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	05DM	\$63.00





Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

LAT-A	LAPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	30DM	\$158.00
LAT-A	LAPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	55DM	\$210.00
LAT-B	LAPACK BASIC & BASIC COMPATIBLES FOR AQUEOUS TREATMENT	05DM	\$63.00
LAT-B	LAPACK BASIC & BASIC COMPATIBLES FOR AQUEOUS TREATMENT	30DM	\$158.00
LAT-B	LAPACK BASIC & BASIC COMPATIBLES FOR AQUEOUS TREATMENT	55DM	\$210.00
LAT-O	LAPACK OXIDIZERS FOR AQUEOUS TREATMENT	05DM	\$105.00
LAT-O	LAPACK OXIDIZERS FOR AQUEOUS TREATMENT	30DM	\$228.00
LAT-O	LAPACK OXIDIZERS FOR AQUEOUS TREATMENT	55DM	\$228.00
LBD	MIXED BATTERIES FOR RECLAMATION	55DM	\$409.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	LBS	\$0.72
Minimum Price \$350.00 per 55 gallon drum			
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	55DM	\$409.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	LBS	\$0.22
Minimum Price \$117.00 per 5 gallon pail			
Minimum Price \$210.00 per 55 gallon drum			
LCCRA	LAPACK ACID & ACID COMPATIBLES FOR INCINERATION	05DM	\$76.00
LCCRA	LAPACK ACID & ACID COMPATIBLES FOR INCINERATION	30DM	\$146.00
LCCRA	LAPACK ACID & ACID COMPATIBLES FOR INCINERATION	55DM	\$228.00
LCCRB	LAPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	05DM	\$76.00
LCCRB	LAPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	30DM	\$146.00
LCCRB	LAPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	55DM	\$228.00
LCCRC	LAPACK ORGANICS FOR INCINERATION	05DM	\$82.00
LCCRC	LAPACK ORGANICS FOR INCINERATION	30DM	\$234.00
LCCRC	LAPACK ORGANICS FOR INCINERATION	55DM	\$386.00
LCCRC	LAPACK ORGANICS FOR INCINERATION	FBIN	\$1169.00
LCCRD	LAPACK FLAMMABLES FOR INCINERATION	05DM	\$103.00
LCCRD	LAPACK FLAMMABLES FOR INCINERATION	30DM	\$258.00
LCCRD	LAPACK FLAMMABLES FOR INCINERATION	55DM	\$343.00
LCCRO	LAPACK OXIDIZERS FOR INCINERATION	05DM	\$105.00
LCCRO	LAPACK OXIDIZERS FOR INCINERATION	30DM	\$228.00



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**Clean Harbors House Hold Hazardous Waste Pricing Schedule**

**Waste Code Disposal Pricing**

LCCRO	LABPACK OXIDIZERS FOR INCINERATION	55DM	\$322.00
LCCRQ	AEROSOLS FOR INCINERATION	06DM	\$62.00
LCCRQ	AEROSOLS FOR INCINERATION	30DM	\$154.00
LCCRQ	AEROSOLS FOR INCINERATION	55DM	\$205.00
LCCRQ	AEROSOLS FOR INCINERATION	FBIN	\$718.00
LCHQ2	LABPACK MERCURY DEVICES / MERCURY DEBRIS FOR RETORT	LBS	\$9.40
LCHQ4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	LBS	\$9.40
LCY1	PROPANE CYLINDERS FOR RECYCLING	06DM	\$76.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	30DM	\$175.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	55DM	\$234.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	CYLE	\$56.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	CYLE	\$143.00
LFB1	LABPACK FOR FUELS BLENDING	06DM	\$82.00
LFB1	LABPACK FOR FUELS BLENDING	30DM	\$152.00
LFB1	LABPACK FOR FUELS BLENDING	55DM	\$216.00
LFB3	LABPACK LATEX PAINT FOR RECYCLING	55DM	\$216.00
LFB3	LABPACK LATEX PAINT FOR RECYCLING	FBIN	\$585.00
LLF	LABPACK FOR LANDFILL	06DM	\$82.00
LLF	LABPACK FOR LANDFILL	30DM	\$152.00
LLF	LABPACK FOR LANDFILL	55DM	\$216.00
LLF	LABPACK FOR LANDFILL	FBIN	\$760.00
LLFAS	LABPACK ASBESTOS FOR LANDFILL	06DM	\$68.00
LLFAS	LABPACK ASBESTOS FOR LANDFILL	30DM	\$76.00
LLFAS	LABPACK ASBESTOS FOR LANDFILL	55DM	\$82.00
LLFAS	LABPACK ASBESTOS FOR LANDFILL	FBIN	\$292.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	06DM	\$82.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	30DM	\$152.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	55DM	\$216.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	FBIN	\$567.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	06DM	\$82.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	30DM	\$152.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	55DM	\$216.00
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	FBIN	\$567.00



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**Clean Harbors House Hold Hazardous Waste Pricing Schedule**

**Waste Code Disposal Pricing**

Waste Code	Description	Unit	Price
LRCT	LABPACK REACTIVES FOR INCINERATION	LBS	\$9.40

**Profile Disposal Pricing**

Waste Code	Description	Unit	Price
CH544950	TRANSFORMER >500PPM FOR RECLAMATION	LBS	\$1.59

Minimum Price \$154.00 per 55 gallon drum



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**TULARE17 - Tulare County HHW Contract**

**Clean Harbors House Hold Hazardous Waste Pricing Schedule**

**GENERAL CONDITIONS**

- 1.) Pricing effective 7/1/18 - 6/30/19**

**CLEAN HARBORS**  
**INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01). Including operations, products and completed operations. \$2,000,000 per occurrence limit for bodily injury, personal and advertising injury and property damage. General aggregate limit of \$2,000,000 shall apply separately to this project or location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the per occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be \$2,000,000. If Contractor has no owned autos, hired and non-owned with a limit of \$1,000,000 per accident for property bodily injury or property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of \$1,000,000 per accident for bodily injury or disease.
4. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed: \$2,000,000 each occurrence/\$4,000,000 policy aggregate.

B. Specific Provisions of the Policies

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of three (3) years after completion of contract work.
2. The General Liability, Automobile Liability, Contractors Pollution Liability and/or Asbestos Pollution policies are to include or be endorsed to include, the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance. Additional insured coverage shall be evidenced by and in accordance with use of ISO Endorsements Form No. CG 20 10 04 13 "Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization" and Form No. CG 20 37 04 13 "Additional Insured - Owners, Lessees or Contractors - Completed Operations."*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees, and volunteers. Any insurance or self-insurance maintained by the*

*COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*

- c. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by CONTRACTOR pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.*
  - d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the COUNTY.*
  - e. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self Insured Retentions remain the sole responsibility of the contractor. Contractor must Notify the Risk Manager in writing within (30) days of non-payment of premium, cancellation of coverage or changes in coverage that do not comply with the insurance requirements contained in this exhibit.

At the option of the COUNTY, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the COUNTY, its officers, agents, officials, employees and volunteers; or the CONTRACTOR shall provide evidence satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claims administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the COUNTY.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the Tulare County Board of Supervisors, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.