



Agenda Item Details

Meeting	Jan 01, 2050 - *****Signature Workflow*****
Category	B. County Manager
Subject	Agreement for Services between Eagle County, Colorado and Clean Harbors Environmental Services, Inc
Access	Public
Type	Action
Preferred Date	May 19, 2023
Absolute Date	May 19, 2023
Fiscal Impact	Yes
Dollar Amount	16,000.00
Budgeted	Yes
Budget Source	Landfill Fund
Recommended Action	Approve

Public Content

Prepared By: Jesse Masten

Department: Solid Waste and Recycling

Executive Summary: Transport, store, treat, recycle, and dispose of common hazardous materials collected at the Eagle County Household Hazardous Waste and VSQG Collection Facility located at the Eagle County Landfill.

Reviewing Attorney: Matt Peterson

Approved as
to form:

- **County Manager signature?:** Yes

DocuSigned by:

Matt Peterson

FA2360D123414FE...

[Exhibit A - RFP - Hazardous Household Waste \(1\).pdf \(153 KB\)](#)

[Exhibit B - Proposal - 2023 Eagle County HHW bid_CHES \(2\) \(1\).pdf \(1,687 KB\)](#)

[Exhibit C - Clean Harbors Pricing \(1\).pdf \(201 KB\)](#)

[Exhibit D - Insurance Cert - Expires 11-1-2023.pdf \(132 KB\)](#)

[Clean Harbors Agreement - Final 040323.pdf \(189 KB\)](#)

AGREEMENT FOR SERVICES
BETWEEN EAGLE COUNTY, COLORADO
AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

THIS AGREEMENT ("Agreement") is effective as of 5/31/2023 by and between Clean Harbors Environmental Services, Inc., a Delaware corporation with its principal place of business at 4721 Ironton Street, Unit B, Denver, CO 80239 (hereinafter "Contractor") and Eagle County, Colorado, a body corporate and politic (hereinafter "County").

RECITALS

WHEREAS, County desires to hire a vendor to transport, store, treat, recycle, and dispose of common hazardous materials collected at the Eagle County Household Hazardous Waste and VSQG Collection Facility located at the Eagle County Landfill, Wolcott, Colorado (the "Property"); and

WHEREAS, Contractor is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the Services as defined below in paragraph 1 hereof; and

WHEREAS, this Agreement shall govern the relationship between Contractor and County in connection with the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the following promises Contractor and County agree as follows:

1. Services or Work. Contractor agrees to diligently provide all services, labor, personnel, and materials necessary to perform and complete the services or work related to the transportation, storage, recycling, and disposal of hazardous materials collected at the Eagle County Landfill as described in **Exhibits A, B, and C** ("Services" or "Work") which are attached hereto and incorporated herein by reference. The Services shall be performed in accordance with the provisions and conditions of this Agreement.

a. Contractor agrees to furnish the Services no later than December 31, 2023 and in accordance with the schedule established in **Exhibit B**. If no completion date is specified in **Exhibit B**, then Contractor agrees to furnish the Services in a timely and expeditious manner consistent with the applicable standard of care. By signing below Contractor represents that it has the expertise and personnel necessary to properly and timely perform the Services.

b. In the event of any conflict or inconsistency between the terms and conditions set forth in **Exhibits A, B, and C** and the terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall prevail.

2. County's Representative. The Solid Waste and Recycling Department's designee shall be Contractor's contact with respect to this Agreement and performance of the Services.

3. Term of the Agreement. This Agreement shall commence upon the date first written above, and subject to the provisions of paragraph 11 hereof, shall continue in full force and effect through the 31st day of December, 2023.

4. Extension or Modification. This Agreement may be extended for up to three additional one-year terms upon written agreement of the parties. Any amendments or modifications shall be in writing signed by both parties. No additional services or work performed by Contractor shall be the basis for additional compensation unless and until Contractor has obtained written authorization and acknowledgement by County for such additional services in accordance with County's internal policies. Accordingly, no course of conduct or dealings between the parties, nor verbal change orders, express or implied acceptance of alterations or additions to the Services, or no claim that County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event that written authorization and acknowledgment by County for such additional services is not timely executed and issued in strict accordance with this Agreement, Contractor's rights with respect to such additional services shall be deemed waived and such failure shall result in non-payment for such additional services or work performed.

5. Compensation. County shall compensate Contractor for the performance of the Services in a sum computed and payable as set forth in **Exhibit C**. The performance of the Services under this Agreement **shall not exceed \$20,000.00**. Contractor shall not be entitled to bill at overtime and/or double time rates for work done outside of normal business hours unless specifically authorized in writing by County.

a. Payment will be made for Services satisfactorily performed within thirty (30) days of receipt of a proper and accurate invoice from Contractor. All invoices shall include detail regarding the hours spent, tasks performed, who performed each task, and such other detail as County may request.

b. If, at any time during the term or after termination or expiration of this Agreement, County reasonably determines that any payment made by County to Contractor was improper because the Services for which payment was made were not performed as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from County, Contractor shall forthwith return such payment(s) to County. Upon termination or expiration of this Agreement, unexpended funds advanced by County, if any, shall forthwith be returned to County.

c. County will not withhold any taxes from monies paid to the Contractor hereunder and Contractor agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.

d. Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement after, nor shall any payments be made to Contractor in respect of any period after December 31 of any year, without an appropriation therefor by County in accordance with a

budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

e. In the event that the Parties agree to extend the contract in writing by amendment, the Contractor's fees for Services as set forth in **Exhibit C**, may increase by no more than 3% each year.

6. Subcontractors. Contractor acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of Contractor. Contractor shall not enter into any subcontractor agreements for the performance of any of the Services or additional services without County's prior written consent, which may be withheld in County's sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. Contractor shall require each subcontractor, as approved by County and to the extent of the Services to be performed by the subcontractor, to be bound to Contractor by the terms of this Agreement, and to assume toward Contractor all the obligations and responsibilities which Contractor, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by Contractor and Contractor shall cooperate in such process. The Contractor shall be responsible for the acts and omissions of its agents, employees, or subcontractors.

7. Insurance. Contractor agrees to provide and maintain at Contractor's sole cost and expense, the following insurance coverage with limits of liability of those stated below:

a. Types of Insurance.

i. Workers' Compensation insurance as required by law.

ii. Auto coverage with limits of liability of \$1,000,000 each accident combined bodily injury and property damage liability insurance, including coverage for owned, hired, and non-owned vehicles.

iii. Commercial General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability of \$1,000,000 per occurrence and \$1,000,000 aggregate limits.

iv. Pollution Liability. If the scope of Services in this Agreement requires the acceptance, transport, storage or disposal of any hazardous materials or regulated substances the policy shall include coverage for on and off-site cleanup of known and unknown pre-existing conditions arising from the Contractor's facility; on and off-site cleanup of new conditions arising from Contractor's facility; third-party claims for on and off-site bodily injury and property damage; and claims resulting in bodily injury, property damage or clean-up costs associated with a pollution condition from transported cargo if the scope of Services in the Agreement requires the transportation of any hazardous materials. Contractor warrants that any retroactive date under

the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. Coverage shall be \$5,000,000 per loss and \$5,000,000 products/completed operations aggregate.

b. Other Requirements.

i. The automobile and commercial general liability coverage shall be endorsed to include Eagle County, its associated or affiliated entities, its successors and assigns, elected officials, employees, agents and volunteers as additional insureds. A certificate of insurance consistent with the foregoing requirements is attached hereto as **Exhibit D**.

ii. Contractor's certificates of insurance shall include subcontractors, if any as additional insureds under its policies or Contractor shall furnish to County separate certificates and endorsements for each subcontractor.

iii. The insurance provisions of this Agreement shall survive expiration or termination hereof.

iv. The parties hereto understand and agree that the County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or rights, immunities and protections provided by the Colorado Governmental Immunity Act, as from time to time amended, or otherwise available to County, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.

v. Contractor is not entitled to workers' compensation benefits except as provided by the Contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

8. Indemnification. The Contractor shall indemnify and hold harmless County, and any of its officers, agents, or employees against any losses, claims, damages, or liabilities for which County may become subject to insofar as any such losses, claims, damages, or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Contractor its employees, agents, or any of its subcontractors hereunder; and Contractor shall reimburse County for reasonable attorney fees and costs, legal, or other expenses incurred by County in connection with investigating or defending any such loss, claim, damage, liability, or action. This indemnification shall not apply to claims by third parties against the County to the extent that County is liable to such third party for such claims without regard to the involvement of the Contractor. This paragraph shall survive expiration or termination hereof.

Contractor shall further indemnify and hold harmless County and any of its officers, agents, or employees ("Indemnitee") against any losses, claims, damages or liabilities, costs or expenses including, without limitation, interest, penalties, or reasonable attorney fees and reasonable expenses of investigation and

remedial work (including investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any environmental law, including but not limited to, any use, generation, storage, spill, release, discharge, or disposal of any hazardous substance to the extent caused by Contractor or any of its employees, agents or subcontractors hereunder. Notwithstanding anything to the contrary herein, Contractor's indemnification obligation shall not apply to extent of the negligence or willful misconduct of the indemnified party.

9. Ownership of Documents. All documents (including electronic files) and materials obtained during, purchased, or prepared in the performance of the Services shall remain the property of the County and are to be delivered to County before final payment is made to Contractor or upon earlier termination of this Agreement.

10. Notice. Any notice required by this Agreement shall be deemed properly delivered when (i) personally delivered, or (ii) when mailed in the United States mail, first class postage prepaid, or (iii) when delivered by FedEx or other comparable courier service, charges prepaid, to the parties at their respective addresses listed below, or (iv) when transmitted via e-mail with confirmation of receipt. Either party may change its address for purposes of this paragraph by giving five (5) days prior written notice of such change to the other party.

COUNTY:

Eagle County, Colorado
Attention: Jesse Masten
815 Ute Creek Rd.
Post Office Box 473
Wolcott, CO 81655
Telephone: 970-328-3472
E-Mail: jesse.masten@eaglecounty.us

With a copy to:

Eagle County Attorney
500 Broadway
Post Office Box 850
Eagle, Co 81631
Telephone: 970-328-8685
E-Mail: atty@eaglecounty.us

CONTRACTOR:

Clean Harbors Environmental Services, Inc.
Attention: General Counsel (Urgent Contract Matter)
42 Longwater Drive
Norwell, MA 02061

11. Termination. County may terminate this Agreement, in whole or in part, at any time and for any reason, with or without cause, and without penalty therefor with seven (7) calendar days' prior written notice to the Contractor. Upon termination of this Agreement, Contractor shall immediately provide County with all documents as defined in paragraph 9 hereof, in such format as County shall direct and shall return all County owned materials and documents. County shall pay Contractor for Services satisfactorily performed to the date of termination.

12. Venue, Jurisdiction, and Applicable Law. Any and all claims, disputes or controversies related to this Agreement, or breach thereof, shall be litigated in the District Court for Eagle County, Colorado, which shall be the sole and exclusive forum for such litigation. This Agreement shall be construed, interpreted under, and governed by the laws of the State of Colorado.

13. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the parties to this Agreement: (i) Electronic or facsimile delivery of a fully executed copy of the signature page; (ii) the image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 to 121.

14. Other Contract Requirements and Contractor Representations.

a. Contractor has familiarized itself with the nature and extent of the Services to be provided hereunder and the Property, and with all local conditions, federal, state and local laws, ordinances, rules and regulations that in any manner affect cost, progress, or performance of the Services.

b. Contractor will make, or cause to be made, examinations, investigations, and tests as it deems necessary for the performance of the Services.

c. To the extent possible, Contractor has correlated the results of such observations, examinations, investigations, tests, reports, and data with the terms and conditions of this Agreement.

d. To the extent possible, Contractor has given County written notice of all conflicts, errors, or discrepancies.

e. Contractor shall be responsible for the completeness and accuracy of the Services and shall correct, at its sole expense, all significant errors and omissions in performance of the Services. The fact that the County has accepted or approved the Services shall not relieve Contractor of any of its responsibilities. Contractor shall perform the Services in a skillful, professional, and competent manner and in accordance with the standard of care, skill, and diligence applicable to contractors performing similar services. Contractor represents and warrants that it has the expertise and personnel necessary to properly perform the Services and shall comply with the highest standards of customer service to the public. Contractor shall provide appropriate supervision to its employees to ensure the Services are

performed in accordance with this Agreement. This paragraph shall survive termination of this Agreement.

f. Contractor agrees to work in an expeditious manner, within the sound exercise of its judgment and professional standards, in the performance of this Agreement. Time is of the essence with respect to this Agreement.

g. This Agreement constitutes an agreement for performance of the Services by Contractor as an independent contractor and not as an employee of County. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture, or any other relationship between County and Contractor except that of independent contractor. Contractor shall have no authority to bind County.

h. Contractor represents and warrants that at all times in the performance of the Services, Contractor shall comply with any and all applicable laws, codes, rules, and regulations.

i. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements or understanding between the parties with respect thereto.

j. Contractor shall not assign any portion of this Agreement without the prior written consent of the County. Any attempt to assign this Agreement without such consent shall be void.

k. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors in interest. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely for the parties, and not to any third party.

l. No failure or delay by either party in the exercise of any right hereunder shall constitute a waiver thereof. No waiver of any breach shall be deemed a waiver of any preceding or succeeding breach.

m. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

n. The signatories to this Agreement aver to their knowledge no employee of the County has any personal or beneficial interest whatsoever in the Services or Property described in this Agreement. The Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and Contractor shall not employ any person having such known interests.

o. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) to the extent applicable shall comply with C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

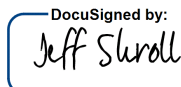
p. Notwithstanding anything to the contrary, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

q. 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, to anyone claiming by, through, or under County, and to 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 the specific insurance limits required to be carried hereunder.

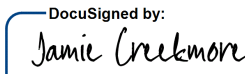
[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

COUNTY OF EAGLE, STATE OF COLORADO, By
and Through Its COUNTY MANAGER

By: 
E7639644A328424...
Jeff Shroll, County Manager

CONSULTANT
Clean Harbors Environmental Services, INC

By: 
2157FC07D91648E...

Print Name: Jamie Creekmore

Title: Mountain District Vice President

EXHIBIT A

RFP

**NOTICE
REQUEST FOR PROPOSALS
FOR DISPOSAL OF COMMON HAZARDOUS MATERIALS
EAGLE COUNTY, COLORADO**

Eagle, Colorado

January 17, 2023

Eagle County is soliciting proposals for the provision of professional services to transport, store, treat, recycle, and dispose of common hazardous materials collected at the Eagle County Household Hazardous Waste and Small Business Collection Facility located at the Eagle County Landfill in Wolcott, Colorado. This Request for Proposals (“RFP”) will be non-exclusive. Eagle County reserves the right to purchase supplies or services from other third parties.

Proposals must be received by U.S. Mail at the Solid Waste & Recycling Department PO Box 473 Wolcott, CO 81655; by FedEx, UPS, DHL, or hand delivery to the Solid Waste & Recycling Department at 815 Ute Creek Rd Wolcott, CO 81655; or by email to landfill@eaglecounty.us on or before 4:00 pm.MDT, February 17, 2023. Any proposal received after this time will not be considered and will be returned to the respondent unopened unless good cause is shown as determined by Eagle County in its sole discretion.

The proposal document may be obtained at the Solid Waste & Recycling Department, 815 Ute Creek Rd Wolcott, CO 81655 during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. The complete document is also available at www.eaglecounty.us.

Contact information:

Jesse Masten
jesse.masten@eaglecounty.us
PO Box 473
Wolcott, CO 81655
(970) 328-8893

This RFP is being published in the Vail Daily.

REQUEST FOR PROPOSALS INSTRUCTIONS TO PROPOSERS

1. Eagle County, Colorado will be receiving proposals by U.S. mail addressed to the Solid Waste & Recycling department, PO Box 473 Wolcott, CO 81655; by FedEx, UPS, DHL, or hand delivery to the Eagle County Solid Waste & Recycling, 815 Ute Creek Rd Wolcott, CO 81655; or by email to landfill@eaglecounty.us. Proposals must be received by Eagle County on or before 4:00 p.m., MDT, February 17, 2023. Any proposal received after this time will not be considered and will be returned to the respondent unopened unless good cause is shown as determined by Eagle County in its sole discretion.
2. Any question, interpretation or clarification regarding this Request for Proposals (RFP) is required 7 calendar days prior to the due date. Responses, if any, will be issued by addenda posted to www.eaglecounty.us. All questions regarding this proposal must be in writing to Jesse Masten, Solid Waste and Recycling Division Chief. Questions may be emailed to landfill@eaglecounty.us. Please call to verify receipt of your questions. No additional questions will be accepted after the date and time referenced above unless good cause is shown as determined by Eagle County in its sole discretion. Oral interpretations shall be of no force and effect.
3. One (1) copy of your proposal is required. If you are submitting a proposal via email, please enclose one copy of all submittals in PDF format.
4. Eagle County reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP or to waive or not waive informalities or irregularities in proposals received or RFP procedures. Eagle County also reserves the right to re-advertise or to otherwise provide the services as determined by Eagle County to be in its best interest, and to accept any portion of the proposal deemed to be in the best interests of Eagle County to do so, or further negotiate cost, terms, or conditions of any proposal determined by Eagle County to be in its best interests.
5. Eagle County may, at its sole discretion, modify or amend any and all provisions herein. If it becomes necessary to revise any part of the RFP, addenda will be provided through posting at www.eaglecounty.us. Eagle County reserves the right to extend the RFP submittal date or to postpone the award of an agreement.
6. All proposals will be reviewed by a selection committee and any other review as determined to be necessary. Respondents may be asked to supplement their initial proposals with additional written material. Eagle County may short-list respondents based upon an evaluation of the written submittals. Eagle County may arrange for in-person interviews with the short-listed respondents for a detailed presentation.

7. The selected proposal will be the one considered the most advantageous regarding price, quality of service, qualifications, and capabilities of respondent to provide the specified service, respondent's familiarity with Eagle County and any other factors the County may consider as determined by Eagle County in its sole discretion. Eagle County may award a contract even if not the lowest priced proposal based upon a review of the identified factors.
8. Respondent is encouraged to clearly identify any proprietary or confidential data or information submitted with the proposal. Regardless of whether or not so marked, Eagle County will endeavor to keep that information confidential, separate, and apart from the proposal. Notwithstanding the foregoing, respondent acknowledges that Eagle County may be required to release the information in accordance with the Colorado Open Records Act or order of the court.
9. Eagle County will not pay for any information requested herein, nor is it liable for any costs incurred by the respondent in connection with its response to this RFP.
10. No work shall commence nor shall any invoices be paid until the successful respondent has entered into a fully executed agreement with Eagle County and provides the requested proof of insurance.
11. As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs undocumented individuals to help carry out publicly funded work. Pursuant to the provisions of Colorado Revised Statutes, 8-17.5-101, contractors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a contractor awarded a contract violates the provisions of Colorado Revised Statutes 8-17.5-101(2), the state or local government agency may terminate the contract and the contractor will be liable for damages to such agency.
12. No telephone or oral proposals will be accepted.
13. Proposals must be clearly identified on the front of the envelope or in the email submittal by proposal title. Responsibility for timely submittal of proposals lies solely with the respondent. Proposals received after the closing time specified will not be considered unless good cause is shown as determined by Eagle County in its sole discretion.
14. Respondent(s) who submit a proposal are responsible for becoming fully informed regarding all circumstances, information, laws, and any other matters that might, in any way, affect the respondent's role and responsibilities. Any failure to become fully knowledgeable shall be at the respondent's sole risk. Eagle County assumes no responsibility for any interpretations made by respondents on the basis of information provided in this RFP or through any other source.

15. All respondents must include a fully executed Proposal Form with their proposal.
16. Eagle County reserves the right to award an agreement to the respondent that demonstrates the best ability to fulfill the requirements of the project based upon our evaluation of the selection criteria.
17. This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s).
18. Upon identification by Eagle County of the successful respondent, Eagle County will give the successful respondent the first right to negotiate an agreement acceptable to Eagle County. In the event that an agreement satisfactory to Eagle County cannot be reached, Eagle County may enter into negotiations with one or more of the remaining respondents. Eagle County may choose to discard all proposals and re-issue another RFP.
19. The successful respondent will perform all of the work or services indicated in the proposal in compliance with the negotiated agreement.
20. The successful respondent(s) shall comply with the following insurance language which shall be included in the agreement to be awarded unless otherwise agreed to in writing by Eagle County:

“Contractor agrees to provide and maintain, at Contractor’s sole cost and expense, the following insurance coverage with limits of liability not less than those stated below:

a) Types of Insurance.

- i) Workers’ Compensation insurance as required by law.
- ii) Auto coverage with limits of liability not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance, including coverage for owned, hired, and non-owned vehicles.
- iii) Commercial General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate limits.
- iv) Pollution Liability. If the scope of Services in this Agreement requires the acceptance, transport, storage or disposal of any hazardous materials or regulated substances the policy shall include coverage for on and off-site cleanup of known and unknown pre-existing conditions arising from the Contractor’s facility; on and off-site cleanup of new conditions arising

from Contractor's facility; third-party claims for on and off-site bodily injury and property damage; and claims resulting in bodily injury, property damage or clean-up costs associated with a pollution condition from transported cargo if the scope of Services in the Agreement requires the transportation of any hazardous materials. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. Minimum coverage shall be \$5,000,000 per loss and \$5,000,000 products/completed operations aggregate."

b) "Other Requirements.

- i) The automobile and commercial general liability coverage shall be endorsed to include Eagle County, its associated or affiliated entities, its successors or assigns, elected officials, employees, agents and volunteers as additional insureds. A certificate of insurance consistent with the foregoing is attached hereto.
- ii) Contractor's certificates of insurance shall include sub-contractors, if any as additional insureds under its policies or Contractor shall furnish to County separate certificates and endorsements for each sub-contractor.
- iii) The insurance provisions of this Agreement shall survive expiration or termination hereof.
- iv) The parties hereto understand and agree that County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or rights, immunities and protections provided by the Colorado Governmental Immunity Act, as from time to time amended, or otherwise available to County, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.
- v) Contractor is not entitled to workers' compensation benefits except as provided by Contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement."

21. Further, the successful respondent(s) shall comply with the following indemnification language which shall be included in the agreement to be awarded:

“Indemnification. The Contractor shall indemnify and hold harmless County and any of its officers, agents and employees against any losses, claims, damages or liabilities for which County may become subject to insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Contractor, its employees, agents or any of its subcontractors hereunder; and Contractor shall reimburse County for reasonable attorney fees and costs, legal and other expenses incurred by County in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply to claims by third parties against the County to the extent that County is liable to such third party for such claims without regard to the involvement of the Contractor. This paragraph shall survive expiration or termination hereof.

Contractor shall further indemnify and hold harmless County and any of its officers, agents and employees (“Indemnatee”) against any losses, claims, damages or liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney fees and reasonable expenses of investigation and remedial work (including investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnatee arising in connection with, or resulting from, any environmental law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any hazardous substance to the extent caused by Contractor or any of its employees, agents or subcontractors hereunder.”

**REQUEST FOR PROPOSAL
PROPOSAL FORM
THIS PROPOSAL FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

TO: Eagle County, Colorado
815 Ute Creek
Post Office Box 473
Wolcott, CO 81655

Re: Disposal of Common Hazardous Materials

The undersigned, having examined the Instructions to Proposers and any and all documents related to the above referenced RFP:

- (a) Agrees to comply with all conditions, requirements, and instructions of the Request for Proposal as stated or implied therein;
- (b) Acknowledges the right of Eagle County, Colorado in its sole discretion to reject any or all proposals submitted, and that an award may be made to a proposer even though not the lowest cost;
- (c) Acknowledges and agrees that the discretion of Eagle County, Colorado in selection of the successful proposers shall be final, not subject to review or attack; and
- (d) Acknowledges that this proposal is made with full knowledge of the foregoing and full agreement thereto.

By submission of this proposal, and signature below, the respondent acknowledges that he has the authority to sign this Proposal Form and bind the company named below. The proposer further acknowledges that Eagle County, Colorado has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to Eagle County of any and all information sought in such inquiry or investigation.

Company Name: _____
Title of Proposer: _____
Signature of Proposer: _____

REQUEST FOR PROPOSAL

PROJECT DESCRIPTION

Eagle County, Colorado operates a permanent Household Hazardous Waste (“HHW”) Collection Facility located at the Eagle County Landfill north of Wolcott, Colorado. Programs offered at the HHW Collection Facility include household hazardous waste collection and Conditionally Exempt Small Quantity Generator hazardous waste collection.

Typical materials collected include, but are not limited to: pesticides, poisons, flammable paint and solvents, motor oil, antifreeze, gasoline, automotive products, latex paint, cleaners, hobby chemicals, aerosols, acids, bases, oxidizers, batteries of all types, fluorescent lights, mercury-containing items, compressed gas cylinders, and PCB containing materials. This facility does not knowingly accept radioactive materials, explosives, biohazard wastes, and asbestos. The following materials are managed by HHW staff and recycled locally: latex paint, auto/truck batteries, rechargeable batteries, anti-freeze, motor oil, cooking oil, and fluorescent tubes.

Eagle County HHW staff will perform all packaging of materials and labeling of containers and complete all transportation documentation (manifests, bill of lading) in accordance with all Colorado Department of Transportation (“CDOT”) and United States Environmental Protection Agency (“EPA”) regulations. Hazardous waste contractors will perform all transporting of materials. Contractors are responsible for final disposal, recycling, and/or any other agreed upon alternate treatment option

SCOPE OF SERVICES

All respondents shall acknowledge and/or illustrate that they can comply with the following Contractor obligations and responsibilities:

1. Contractor shall not enter into any subcontractor agreements for the performance of any of the services required by this RFP without Eagle County’s prior written consent, which may be withheld in Eagle County’s sole discretion. Contractor shall require each subcontractor, as approved by County and to the extent of the services to be performed by the subcontractor, to be bound to Contractor by the terms of this RFP and resulting services agreement, and to assume toward Contractor all the obligations and responsibilities which Contractor, by this RFP and the resulting services agreement, assumes toward County. The Contractor shall be responsible for the acts and omissions of its agents, employees, and subcontractors.
2. Contractor will provide a vehicle and personnel suitable to pick up the quantity of hazardous waste specified on a prearranged date and time for delivery to recycling, treatment and/or storage and disposal facilities.

3. Contractor will provide a management and disposal plan for the selected hazardous waste types which will be incorporated into the resulting services agreement.
4. Contractor will provide to the Eagle County HHW Collection Facility a list of packaging requirements/instructions for all materials received from the HHW Collection Facility.
5. Contractor will provide a list of specific hazardous waste streams that require special lab packaging or other considerations during packaging.
6. By mutual agreement between Contractor and Eagle County, additional categories of hazardous waste, along with agreed upon pricing and disposal may be added to the schedule of disposal charges.
7. Contractor will provide the appropriate shipping papers, manifests and any other documents necessary for proper transportation, disposal and/or recycling of materials from the Eagle County HHW Collection Facility.
8. The Eagle County HHW Collection Facility reserves the right to choose the materials management method for any and all materials received by Contractor from the HHW Collection Facility. Any other material management method or alternative processes must be proposed in writing and presented to Eagle County, Attention: Solid Waste and Recycling Division Chief for prior written approval.
9. Contractor, in conjunction with the Eagle County Solid Waste and Recycling Division Chief and HHW Specialist, will designate a primary facility for disposal and/or recycling of materials received from the Eagle County HHW Collection Facility. If the primary designated facility is unable to accept a shipment of materials, then an alternate facility that has been pre-approved by the Contractor and Eagle County will be used. Any time the alternate facility is used; Contractor shall provide the Eagle County HHW Collection Facility with 48 hours' notice. If the use of the designated alternate facility is due to no fault of the Eagle County HHW Collection Facility, no additional charges will be levied for transportation to the alternate facility.
10. Contractor will provide proof of licensed and permitted facilities, including EPA ID numbers that are to be used by Contractor for the management of materials received from the Eagle County HHW Collection Facility. Eagle County reserves the right to inspect (at County's expense) any facility used by Contractor.
11. Any change to the primary or alternate disposal facility will be submitted to Eagle County, Attention: Solid Waste and Recycling Manager in writing. Eagle County will inform the Contractor of approval or non-approval within 30 days.

12. Contractor will be responsible for transporting all materials received from the Eagle County HHW Collection Facility. Contractor will ensure that the transporter has all required permits and licenses in accordance with local, state, and federal regulations for the transportation of materials received from the Eagle County HHW Collection Facility. Contractor shall provide the location, address, EPA ID, and CDOT ID number for every transporter utilized to perform services pursuant to this RFP. Contractor shall also ensure that any transporter utilized meets all insurance requirements as required by Eagle County.
13. Contractor will provide transportation for materials within ten (10) days of notification from the Eagle County HHW Specialist of the need for shipment of materials.
14. Contractor will assume possession of the materials/hazardous waste the moment it leaves the Eagle County HHW Collection Facility. Contractor will manage all materials received from the Eagle County HHW Collection Facility in accordance with all applicable local, state, and federal regulations for the transportation, storage, and disposal/recycle of said materials.
15. Contractor will return the original signed and dated manifest to the Eagle County HHW Collection Facility within thirty (30) days after delivery of materials to a disposal and/or recycling facility. Contractor will send a certificate of disposal/recycling to the Eagle County HHW Specialist within six (6) months after delivery of materials for treatment, recycling, landfilling or disposal. If a certificate of disposal is not received within six (6) months, Contractor will provide a written explanation of the delay. Eagle County reserves the right to terminate the resulting services agreement with the Contractor if the written explanation is deemed unacceptable or no written explanation was provided.
16. Contractor will be solely responsible for maintaining all records required by local, state, and federal laws for materials received and in their possession for hazardous wastes received from the Eagle County HHW Collection Facility. Contractor will provide this information to Eagle County upon request.
17. Contractor shall ensure that all insurance requirements are current.
18. Eagle County reserves the right to choose more than one contractor for transportation, disposal and/or recycling of any material.

PROPOSAL SUBMITTAL REQUIREMENTS

1. **Proposal Form.** Must be signed and submitted with response.
2. **Qualifications.** Briefly explain your company's qualifications to provide the services requested, e.g., years in business, staffing, vehicles to be utilized, and experience.
3. **Experience.** The respondent shall have a minimum of at least three (3) years of experience in managing special waste. If the respondent is not the primary processing facility, the primary processing facility shall have a minimum of three (3) years of experience in managing the special waste materials and residuals.
4. **Schedule.** Work shall commence on March 1, 2023 and continue the duration of the contract. Eagle County HHW Collection Facility staff will provide ten (10) days' notice for establishing a pick-up date. The HHW Collection Facility staff will provide details of all hazardous waste types and quantities in this notification.
5. **Budget/Pricing.** For each of the hazardous waste classifications in the following tables please indicate:
 - a. The hazardous waste streams your company is permitted to handle.
 - b. The disposal method for each hazardous waste stream (recycling, incineration, fuels-blending, treatment, landfilling, etc.)
 - c. Preferred packaging, e.g., lab pack, loose pack, bulk, individual packaging, etc.
 - d. Pricing for each disposal option in available units, e.g., 5 gallon buckets, 30 gallon drums, 55 gallon drums, cubic yard boxes, pounds, etc.
 - e. Cost differences, if any, between regularly scheduled pickups and on an as needed basis.
 - f. Pricing for replacement bulking supplies.
 - i. Cubic yard boxes complete with liners and pallets.
 - ii. 55 gallon metal drums (open top)
 - iii. 55 gallon metal drums (closed top)
 - iv. 55 gallon fiber containers with liners (open top)
 - v. 55 gallon fiber drum (poly)(open top)
 - vi. Vermiculite, 4 CUFT Bag
 - g. Any other pricing information that may be relevant.

Table 1

Material Stream Description	Management Method	Packaging According to 49 CFR 171.8 173.12(b)	Price (unit)
Combination Aerosol Paint Cans, Pesticides, Corrosives, & Flammable	Incineration		
Batteries Alkaline			

Combination Corrosive Alkali Liquids & Solids			
Combination Corrosive Acidic Liquids & Solids			
Chlorinated Oils & Fuels	Incineration		
Flammable Liquids	Incineration		
Flammable Solids	Incineration		
Combination Oxidizers Liquids & Solids			
Paint Related Materials (cubic yard boxes)	Incineration		
Paint Related Materials (bulk)	Incineration		
Pesticides/Poisons Liquids	Incineration		
Pesticides/Poisons Solids	Incineration		
PCB Light Ballast			
Non-PCB Light Ballast			
Oil Filters			

Table 2

Material Stream Description	Management Methods	Packaging According to Packing Group I	Standards Price
Organic Peroxide			
Organic Acids			
Cyanides Liquids & Solids			
Mercury Contained in Manufactured Articles			

6. **Familiarity with Eagle County.** Provide a narrative describing familiarity with Eagle County.
7. **References.** Please provide three (3) references from current customers receiving the same or similar service(s). Include name of entity, contact name, and telephone number.
8. **Legal Issues.** Are there any lawsuits, federal, state or local tax liens, or any potential claims or liabilities against you, your company or the officers of the company at this time or within the last three years? If so, please explain.

9. Deliverables. N/A

10. Evaluation Criteria. Proposals will be evaluated upon the completeness of the responses, qualifications, service availability and price. The contract will be awarded to the most responsive and responsible respondent as determined by Eagle County in its sole discretion.

EXHIBIT B

PROPOSAL

Proposal for Disposal of Common Hazardous Materials

presented to

Eagle County Solid Waste & Recycling

February 17th, 2023



Clean Harbors Environmental Services, Inc.
4721 Ironton Street, Unit B
Denver, Colorado 80239



Eagle County Solid Waste & Recycling
815 Ute Creek Road
Wolcott, Colorado 81655

**Proposal for Disposal of Common Hazardous Materials**

Clean Harbors Environmental Services, Inc. 4721
Ironton Street - Unit B
Denver, CO 80239
303.371.1100
800.444.4244

February 17, 2023

Eagle County Solid Waste & Recycling
815 Ute Creek Road
PO Box 473
Wolcott, CO 81655

Dear Mr. Masten:

Enclosed is Clean Harbors Environmental Services, Inc. ("Clean Harbors") response to the above referenced request.

Clean Harbors Environmental Services is fully capable of providing service under this contract and is in fact your ideal waste management partner at competitive prices. We intend to provide all the materials, technical service, labor, transportation and disposal options to support your project utilizing our own in-house resources.

Clean Harbors Environmental Services Inc. has been performing Household Hazardous Waste collections since 1985. Nationwide, Clean Harbors has performed over 13,000 household hazardous waste collection events. We have the experience and assets to provide the service that you require. Clean Harbors will provide unparalleled benefits by:

- Gaining access to 51 Clean Harbors permitted waste treatment facilities, the largest network of sites in North America.
- Reducing its liability exposure by working with the most financially secure company in the industry and limiting exposure to 3rd party liabilities in the final treatment of its wastes.
- Gaining access to the most complete network of related services such as spill response, remediation services and on-line real-time waste tracking.
- Providing more than 3 decades of HHW experience and expertise to support your HHW program.

We are confident that you will determine that Clean Harbors Environmental Services is the best qualified to provide Eagle County with the highest level of technology and service available in the industry, at highly competitive prices. Justin Anderson, your Account Manager, will address any question or assist you in coordinating services. He can be reached at 970-409-0384 or via email Anderson.Justin@cleanharbors.com

Sincerely,
Clean Harbors Environmental Services, Inc.

Justin Anderson



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1 PROPOSAL FORM

Please find Clean Harbors completed Proposal Form.

**REQUEST FOR PROPOSAL
PROPOSAL FORM
THIS PROPOSAL FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

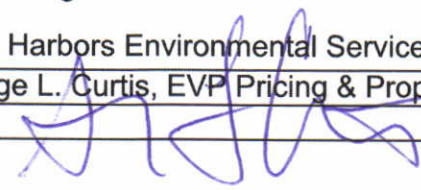
TO: Eagle County, Colorado
815 Ute Creek
Post Office Box 473
Wolcott, CO 81655

Re: Disposal of Common Hazardous Materials

The undersigned, having examined the Instructions to Proposers and any and all documents related to the above referenced RFP:

- (a) Agrees to comply with all conditions, requirements, and instructions of the Request for Proposal as stated or implied therein;
- (b) Acknowledges the right of Eagle County, Colorado in its sole discretion to reject any or all proposals submitted, and that an award may be made to a proposer even though not the lowest cost;
- (c) Acknowledges and agrees that the discretion of Eagle County, Colorado in selection of the successful proposers shall be final, not subject to review or attack; and
- (d) Acknowledges that this proposal is made with full knowledge of the foregoing and full agreement thereto.

By submission of this proposal, and signature below, the respondent acknowledges that he has the authority to sign this Proposal Form and bind the company named below. The proposer further acknowledges that Eagle County, Colorado has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to Eagle County of any and all information sought in such inquiry or investigation.

Company Name: Clean Harbors Environmental Services, Inc
Title of Proposer: George L. Curtis, EVP Pricing & Proposals
Signature of Proposer: 



Proposal for Disposal of Common Hazardous Materials

Clean Harbors submits this proposal 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.



2 STATEMENT OF QUALIFICATIONS

2.1 COMPANY OVERVIEW

Founded in 1980, Clean Harbors is North America's leading provider of environmental and industrial services. Through our Safety-Kleen subsidiary, we are also North America's largest re-refiner and recycler of used oil. Clean Harbors has two operating segments—Environmental Services and Safety-Kleen Sustainability Solutions—which are comprised of various businesses. Environmental Services:

Technical Services provide a broad range of vertically integrated hazardous and non-hazardous material management services. These include collection, packaging, transportation, recycling, treatment, and disposal services, using our Company-owned transportation fleet and disposal facilities. Within this business unit is [CleanPack](#)—our laboratory chemical packing and household hazardous waste services.

Field Services consist of a wide variety of environmental clean-up services on a scheduled and emergency basis such as spill clean-up, tank cleaning, decontamination and remediation.

HPC Industrial provides industrial and specialty services including high-pressure and chemical cleaning, catalyst handling, decoking, hydro excavation, material processing, leak detection and repair, line tapping and oilfield transport and production services.

Safety-Kleen Environmental Services provide parts washing, containerized waste collection, vacuum services and other environmental services for the small quantity generator market.

Oil, Gas and Lodging Services serve the oil and gas exploration, production and power generation industries with seismic support services, surface rentals and lodging operations in Western Canada.

Safety-Kleen Sustainability Solutions (SKSS): Provides used oil collection, recycling and re-refining services, through a network of terminals and re-refineries across North America. SKSS offers customers an ecofriendly, closed-loop process where most of their waste oil and related fluids are recovered and returned to the marketplace.

Headquartered in Norwell, Massachusetts, Clean Harbors has service centers throughout the United States, Canada, Puerto Rico and Mexico. This level of coverage enables Clean Harbors to have a local presence almost anywhere in North America.

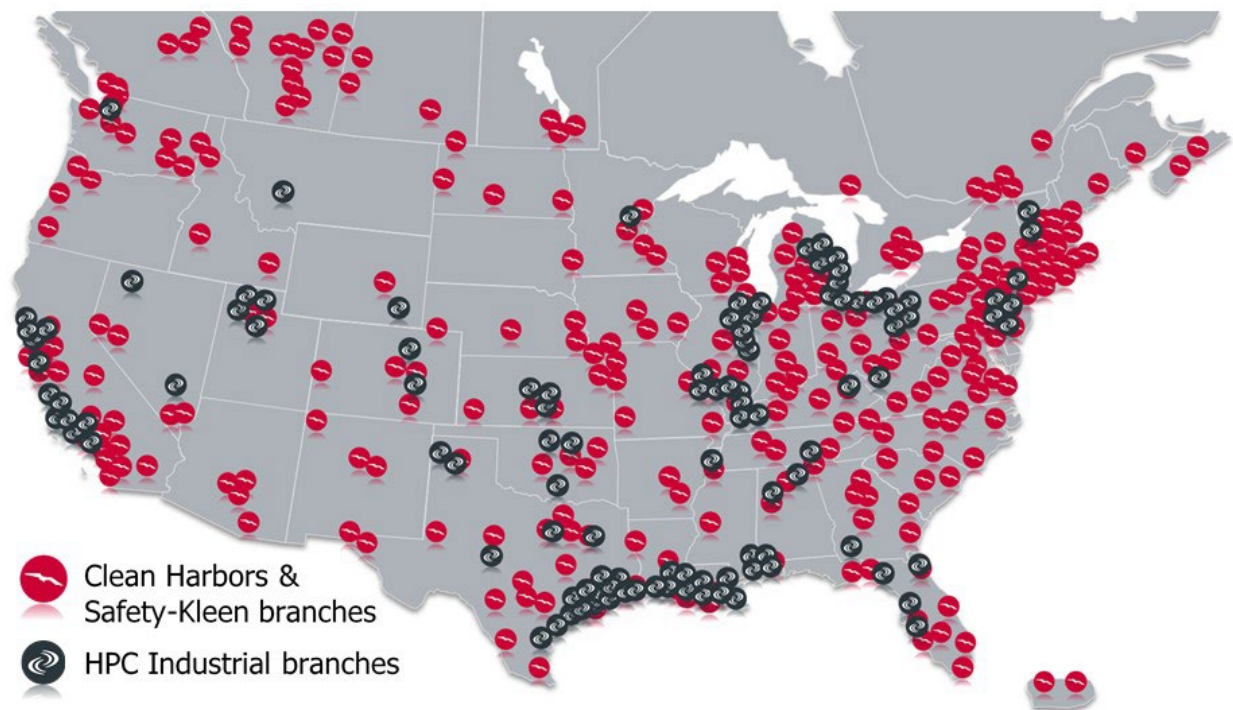
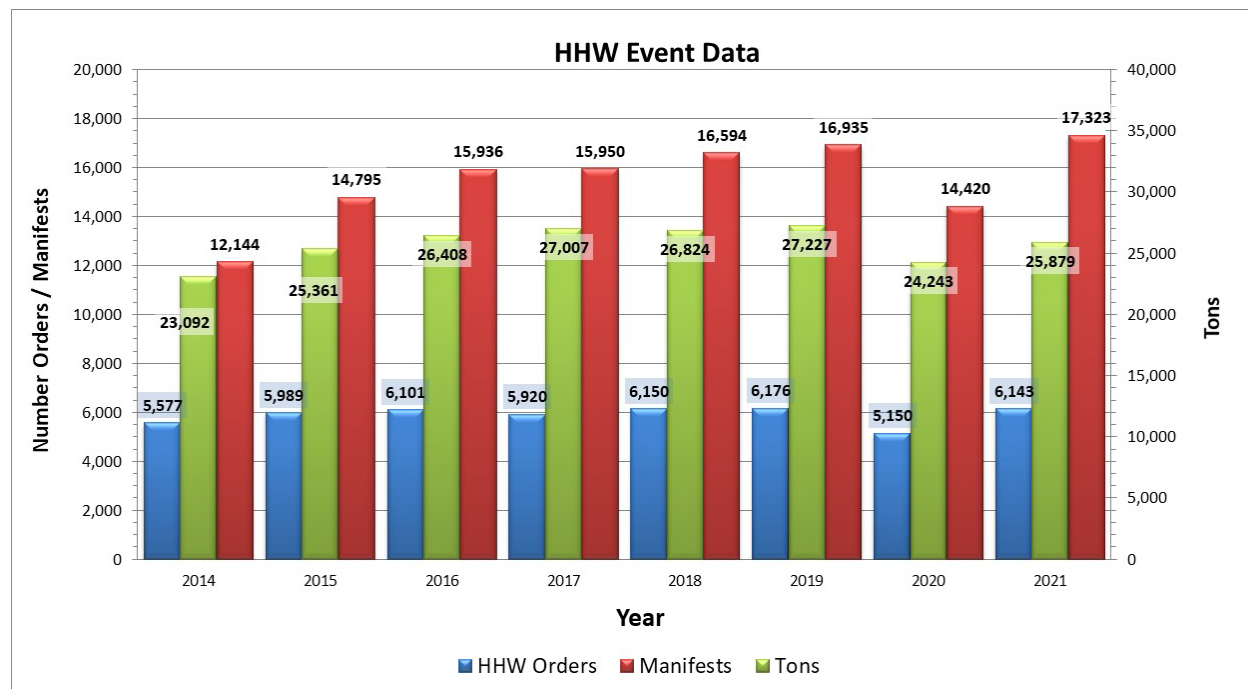


Figure 1 - Clean Harbors and its subsidiaries and affiliates have more than 600 branches across North America.



Proposal for Disposal of Common Hazardous Materials

Clean Harbors has positioned itself as the leader of household hazardous waste management programs in North America. Communities trust us to collect their paints, solvents, batteries, fluorescent lamps, pesticides, cleaners, and other hazardous materials because they know we'll do it safely and efficiently, with the highest regard for the environment.



Nationwide, Clean Harbors has performed over 15,000 household hazardous waste collection events over the last three decades. These events have ranged from small one-day collections to multiple-site regional and statewide collections. Types of programs managed include:

♦ Permanent HHW Collection Facilities	♦ Temporary One Day HHW Collection Events
♦ Multiple One Day Collection Events	♦ Mobile HHW Collection Facilities
♦ Door- to-Door Collection Programs	♦ Agriculture Pesticide Collection Events
♦ Reuse Programs	♦ Landfill Load Check Programs
♦ Conditionally Exempt Small Quantity Generator and	♦ Small Quantity Generator Programs (CESQG/SQG)
♦ Emergency/Disaster-Related HHW Programs	♦ Recycle Only Events - Antifreeze, Batteries, Electronics, Mercury, Oil and Paint (ABOP)



2.2 CLEAN HARBORS PRIMARY SERVICE LOCATION DESCRIPTION

Clean Harbors Technical Services location in Denver, Colorado will be the primary service provider to Eagle County. Listed below is the local service center address as well as our corporate address.

LOCAL SERVICE CENTER

Clean Harbors Environmental Services, Inc.
 4721 Ironton Street, Unit B
 Denver, Colorado 80239
 Phone: 303.371.1100
 Fax: 303.371.1516

Scott Hutchinson, *Technical Service Branch Manager*, hutchinson.scott@cleanharbors.com
 Michael Bannister, *HHW Program Manager*, bannister.michaelp@cleanharbors.com

Clean Harbors is fully prepared to provide the required services to Eagle County for the duration of the contract beginning March 1, 2023...

2.2.1 Vehicle List

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Description</u>
1629	2011	Freightliner	CA125SLP	Tractor (Sleep)
1683	2012	Kenworth	T800	Tractor
1817	2016	Peterbilt	579	Tractor (Sleep)
1975	2017	Peterbilt	579	Tractor
1976	2017	Peterbilt	579	Tractor
17186	2020	Peterbilt	579-20	Tractor (Sleep)
17373	2022	Peterbilt	579	Tractor (Sleep)
21587	2008	Kenworth	T300	Box
419066	2020	Peterbilt	337	Box
420055	2020	Peterbilt	348	Box
422097	2023	Peterbilt	348	Box
5766	2018	Peterbilt	348	Box
5202	2002	Freightliner	FL80	Box
5286	2007	Freightliner	M2106	Box
80004	2011	FORD	Transit Connect	Transit Van
86008	2005	FORD	F150	Pickup

The vehicles listed above are based solely out of Clean Harbors' Denver Service Center. Should the need arise, additional equipment support can also be dispatched from Service Centers in



Tooele, Utah and Kimball, Nebraska. Clean Harbors' entire transportation fleet nationwide consists of more than 10,000 vehicles, trailers, and other equipment.

2.2.2 Staffing

Clean Harbors will provide a Project Manager, Site Supervisor (SS) and event staff per event. The Site Supervisor will be a Senior Lead CleanPack Chemist with more than 2 years of experience working with hazardous materials. The Site Supervisor will be responsible for the performance of the Chemists and Technicians in addition to providing services at the collection sites. The SS will assign tasks to the Chemists and Technicians to ensure that contract terms are met and will interact with the PM and Eagle County staff on site for routine issues.

Roles and Responsibilities

Position	Responsibilities
Account Manager (AM)	The Account Manager is responsible for a specific subset of customer accounts within his assigned region. The AM is the primary contact and has responsibility for the overall account. The AM is expected to be thoroughly familiar with the contract and the customer and can arrange for all services, reports, and invoices and can answer questions to resolve problems for the customer. The Account Manager will seek customer feedback and deliver solutions.
District Manager (DM)	The District Manager is responsible for all Clean Harbors operations within a designated region. The District Manager will negotiate contract terms, resolve issues at a contract level, and is responsible for all contract personnel and equipment resources. The District Manager directs regional resources to fulfill contract requirements and is ultimately responsible for customer satisfaction and compliant contract execution.
Project Manager (PM)	The Project Manager will arrange for appropriate staffing, ensure the staff is meeting contract requirements, ensures compliance with contract terms and conditions on a daily basis and can answer most contract and technical questions for the customer. This includes administration and project management; project scheduling and coordination; all operational aspects, issues, and subcontractor management; health and safety and regulatory compliance; performance and cost controls; preparation of project work scopes, cost estimates, and reporting. See Attachment X for Resume.
Site Supervisor (SS)	The Site Supervisor is responsible for the performance of the Chemists and Technicians in addition to providing services at the collection sites. The SS will assign tasks to the Chemists and Technicians to ensure that contract terms are met and will interact with the PM and City staff on site for routine issues.



Position	Responsibilities
Chemists	Chemists are responsible for testing, packaging, consolidating, labeling, and manifesting waste. The CleanPack Chemist is responsible for being aware of and meeting all contract requirements, interacting with City staff on site, and working safely.
Field Technicians	Perform a variety of tasks associated with hazardous waste cleanup, sampling, site remediation, equipment and facility decontamination and handling of hazardous materials.

The following table shows the number of personnel's which clean harbors will use during the event:

<u>Name</u>	<u>Class</u>	<u>Description</u>
Kim Witzki	A	Driver
Kenneth Fox	A	Driver
Clint Black	A	Driver
Luis Diaz	A	Driver
Mark Moore	A	Driver
Tom Marhefka Jr.	B	Driver
Daniel Aguilar	A	Driver (Training)
Eduardo Ordaz		Retail
Tramell Davis		Chemist
Keith Brown		Retail
Gary Gladney	B	Retail
Mike Stern		Chemist
Linae Johnson		Retail
Fred Van Ness	B	Retail
Leslee Keenan		Retail
Diego Davila Garcia		Retail
Annette Kemp	B	Chemist (Training)

2.2.3 Employee Training Overview

All Clean Harbors' employees receive rigorous training in the most sophisticated and advanced techniques for handling hazardous materials. Our training department utilizes in-house experts, and two in-house environmental training centers, which are fully equipped to accommodate all necessary hazardous waste practice exercises; including stations for staging mock chemical spills, tank / trailer confined space entry practice, and a maze to simulate the hazards encountered while using a self-contained breathing apparatus.



Proposal for Disposal of Common Hazardous Materials

The following table outlines the current minimum training requirements Clean Harbors has established for each job function related to household hazardous waste collection event operations. In most cases, an employee's training exceeds the requirements shown here.

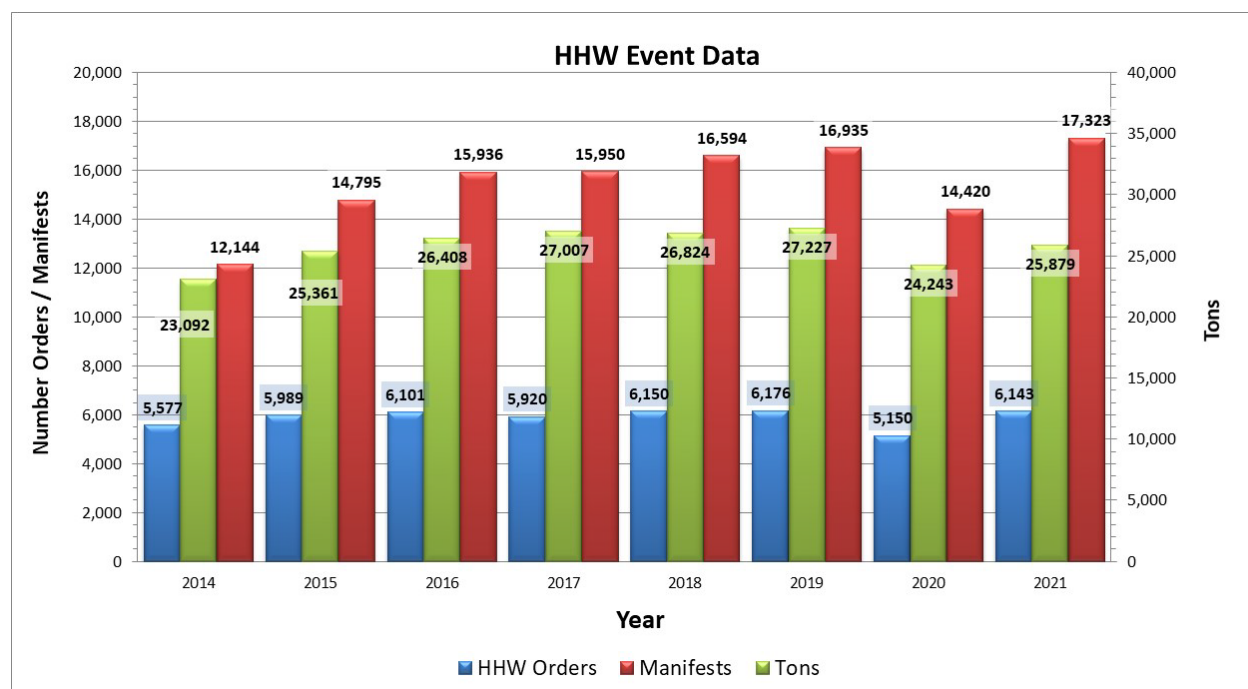
Training Required	Project Manager	Chemist	Technician	Car Off-Loader
40-Hour Hazardous Waste Operations & Emergency Response (29 CFR 1910.120)	✓	✓		
24-Hour Hazardous Waste Operations Training (29 CFR 1910.120)			✓	
8-Hour OSHA Annual Refresher	✓	✓	✓	
Clean Harbors' HHW Orientation Training	✓	✓	✓	✓
Clean Harbors' HHW Training for Project Managers	✓			
Unknown Waste Material Fingerprint Analysis		✓		
DOT Hazardous Materials Transportation Skills	✓	✓	✓	
Medical Surveillance / Respirator Clearance	✓	✓	✓	
HHW Site Safety Meeting	✓	✓	✓	✓

Proof of training shall be provided upon request.

3 HOUSEHOLD HAZARDOUS WASTE EXPERIENCE

Clean Harbors has positioned itself as the leader of HHW management programs in North America. We currently average 45 HHW events per weekend. During the height of the HHW season that average climbs to over 60 events for a period of 24-32 weekends per year. Each year Clean Harbors successfully executes over 1600 HHW collections. We have the experience, knowledge, technical expertise & knowledge of Federal and State laws to provide the services Orange County has outlined in the RFQ.

Nationwide, we have managed over 20,000 household hazardous waste collection programs. Events have ranged from small one-day collections to multiple-site regional and statewide collections. The chart on the following indicates the volume of HHW managed by Clean Harbors in the US over the past several years.



Programs managed by Clean Harbors include:

- ♻ Temporary and Satellite Household Hazardous Waste Collection Events
- ♻ Permanent Household Hazardous Waste Collection Facility Management
- ♻ Door-to-Door Collection Programs
- ♻ Special Collection Events (e.g. E-Waste, Recycle Only, Pharmaceuticals, etc.)
- ♻ Landfill Load Check Programs
- ♻ CESQG Programs
- ♻ Material Re-Use Programs
- ♻ Agricultural Pesticide Collection Programs
- ♻ Emergency / Disaster-Related Household Hazardous Waste Programs

Our Household Hazardous Waste Management Services include:

- ❖ Program Management
- ❖ Technical & Operational Support
- ❖ Transportation & Disposal
- ❖ Regulatory and Reporting Assistance

3.1 CLEAN HARBORS HHW SERVICES BENEFITS

We understand the unique requirements of managing a successful household hazardous waste collection program. Clean Harbors is committed to providing all our Household Hazardous Waste clients with quality service and guaranteed program success. Our strengths in the performance of Household Hazardous Waste Services are as follows:

- ❖ Each program is tailored to the specific and unique needs of the community.
- ❖ Technical assistance is available from our highly experienced and knowledgeable personnel.



- ❖ Packaging, transportation, treatment and disposal are all compliantly performed by one company, Clean Harbors.
- ❖ A single point of contact is provided for all services and technical assistance.
- ❖ All equipment and supplies are top-of-the-line, and in good condition.
- ❖ Clean Harbors superior indemnification coupled with our solid financial strength provides you with the best financial assurance available.

4 SCHEDULE

Clean Harbors expects to service the Eagle County Household Hazardous and Small Business Waste Collection Facility approximately twice per year. At least 10 days in advance, County personnel will notify Clean Harbors that the Facility is ready for a pickup. Communication may be in the form of a phone call or e-mail; and will include the anticipated number of full waste containers and lab packs. Any supplies such as 55-gallon drums, vermiculite, etc. that need to be dropped off should be communicated at this time as well.

Prior to dispatching a truck and Driver from the Denver Service Center, required shipping documents and container labels/markings will be printed; and requested supplies will be loaded. After arriving at the Permanent HHW Collection Facility, the Driver will first notify County personnel that he/she has arrived, and unload the supplies / drums (if requested in advance) from his/her truck.

After all the waste containers staged for pick-up are marked and labeled accordingly, the Driver will load them into our truck. If the County has a loading dock and forklift available, drums may be loaded by your personnel instead if desired. The container piece counts will be double-checked throughout the loading process to ensure accuracy on the manifest(s) and/or bill(s) of lading. When loading is complete, the driver will sign the shipping documents as Transporter 1.

Clean Harbors will not use subcontractors; but rather will provide pickup and transportation of Eagle County's household hazardous and small business waste using our Company-owned and operated transportation resources. All waste will be transported initially to the Denver, Colorado Service Center for ten-day transfer; and will be manifested for disposal / recycling at our Company-owned and operated treatment, storage, and disposal facilities ("TSDF's").

4.1. SCOPE OF WORK

We acknowledge the Scope of work and we shall provide all the required documents upon request.



5 PRICING AND FEES

Material Stream Description	Management Method	Packaging According to 49 CFR 171.8 173.12(b)	Price [55-gal drum]	Price [30-gal drum]	Price [5-gal pail]	Price [Other]
Combination Aerosol Paint Cans, Pesticides, Corrosives, & Flammable	Incineration	Loose Pack	\$ 257.00	\$192.75	\$ 77.10	
Batteries Alkaline	Reclamation	Loose Pack				\$1.39 per lb. with \$89 minimum per 5 gallon container
Batteries Alkaline	Landfill	Loose Pack				\$0.28/LB with \$55 minimum per 5 gallon container
Combination Corrosive Alkali Liquids & Solids	Incineration	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A
Combination Corrosive Acidic Liquids & Solids	Incineration	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A
Chlorinated Oils & Fuels	Incineration	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A
Flammable Liquids	Fuels Incineration	Bulk	\$ 90.00	\$ 67.50	\$ 44.00	N/A
Flammable Solids	Incineration	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A
Combination Oxidizers Liquids & Solids	Incineration	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A
Paint Related Materials (cubic yard boxes)	Incineration	Loose Pack				\$695/CYB
Paint Related Materials (bulk)	Fuels Incineration	Bulk	\$ 115.00	\$ 86.25	\$ 44.00	N/A
Pesticides/Poison Liquids	Incineration	Loose Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A



Proposal for Disposal of Common Hazardous Materials

Material Stream Description	Management Method	Packaging According to 49 CFR 171.8 173.12(b)	Price [55-gal drum]	Price [30-gal drum]	Price [5-gal pail]	Price [Other]
Pesticides/Poison Solids	Incineration	Loose Pack	\$ 257.00	\$ 192.75	\$ 77.10	\$899 per CYB
PCB Light Ballast	Incineration	Loose Pack	\$ 649.00	\$ 486.75	\$194.70	N/A
Non-PCB Light Ballast	Secure Landfill	Loose Pack	\$ 278.00	\$ 208.50	\$ 83.40	
Oil Filters	Secure Landfill	Loose Pack	\$ 90.00	\$ 67.50	\$ 44.00	N/A
Dioxin & Dioxin Precursor Liquid	Incineration (1)	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	F027 dioxin waste will be quoted CBC
Dioxin & Dioxin Precursor Solid	Incineration (1)	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	F027 dioxin waste will be quoted CBC
Metal Halide Bulbs	Reclamation	Loose Pack				\$3.49 per lb. with \$65 minimum per shipment
Compressed Gas Cylinders	Reclamation (3)	Loose Pack				lecture cylinders are \$13.00 each
						BBQ grill size (medium) are \$55 each
CFLs	Reclamation	Loose Pack				\$3.49 per lb. with \$65 minimum per shipment

**Table 2**

Material Stream Description	Management Method	Packaging According to 49 CFR 171.8 173.12(b)	Price [55-gal drum]	Price [30-gal drum]	Price [5- gal drum]	Price [Other]
Organic Peroxide	Incineration	Lab Pack	N/A	N/A	\$ 195.00	
Organic Acids	Incineration	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A
Cyanide Liquids & Solids	Incineration	Lab Pack	N/A	N/A	\$ 195.00	
Mercury Contained in Manufactured Articles	Stabilization / Retort	Lab Pack	N/A	N/A		\$14 per lb. with \$650 minimum per 5 gallon container

1. Dioxin & Dioxin Precursor must be RCRA-exempt – no EPA waste codes; and incinerated at Clean Harbors El Dorado, LLC only.
2. Minimum charge per shipment of Metal Halide Bulbs is \$65.00 (i.e. the total weight of all containers in a single shipment will be used to determine if a minimum charge will apply)
3. Prices are for recycling propane cylinders only. Other compressed gas cylinders will be quoted as needed on a case-by-case basis.
4. Minimum charge per shipment of CFLs is \$65.00 (i.e. the total weight of all containers in a single shipment will be used to determine if a minimum charge will apply).

5.1 GENERAL PRICING CONDITIONS

5.1.1 Assumptions and Considerations

Provided below are general pricing conditions for this contract. These conditions govern all waste streams and generic pricing covered under this contract; and are in addition to specific pricing notes provided within the pricing tables.

1. This Proposal is valid for 90 days.
2. This pricing is valid for 1 year of the contract, for any extensions thereafter pricing shall be mutually negotiated between both parties.
3. Payment terms are NET 30 days from date of invoice.
4. All pricing presented in this proposal is based on Clean Harbors' ability to utilize our approved network of audited treatment, storage, and disposal facilities ("TSDFs"). If the



number of TSDFs approved by Eagle County Solid Waste and Recycling is reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced economies of scale.

5. All approved waste streams are coded with Clean Harbors' Waste Classification Codes ("WCC"), 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, sample, representative analysis or MSDS must be submitted prior to approval and scheduling.
6. On June 30, 2018 the EPA activated the E-Manifest system. The EPA now charges the receiving TSDF a fee per manifest. To cover the cost of the E-Manifest and administrative cost of entering manifest into the system, Clean Harbors will charge \$20.00 per manifest on every invoice.
7. 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.
8. Local, State and Federal fees/taxes applying to the generating location/receiving facilities are included in disposal pricing. Sales taxes (if applicable) are not included in disposal pricing and will be added to each invoice.
9. Propane Cylinder Conditions
 - 9.1. Cylinders must in DOT-shippable condition. All cylinders require an approved cylinder evaluation sheet and leak test for final acceptance.
 - 9.2. Cylinders with inoperable valves may be subject to rejection or may be charged an additional handling fee of \$440.00.
 - 9.3. Cylinders with a stuck/rusted valve cap will be subject to a \$61.00 stuck cap charge.
 - 9.4. Cylinder pricing offered in this proposal is contingent upon approval of Clean Harbors La Porte, LLC as the destination TSDF.

<u>CYLINDER SIZES AND ABBREVIATIONS</u>	
Lecture (CYLE):	Up to 3" diameter and 13" length or Up to 4" diameter and 10" length
Small (CYSM):	Up to 4" diameter and 24" length
Medium (CYME):	Up to 12" diameter and 36" length
Large (CYLG):	Up to 16" diameter and 56" length
Extra Large (CYXL):	Up to 20" diameter and 64" length



10. Clean Harbors requires free and easy access to each pickup site. Drums / containers must be in DOT-shippable condition.
11. All transportation rates are based on utilization of Clean Harbors' transportation equipment, or Clean Harbors-approved transporters.
12. Dedicated or non-milkrun emergency pickups will be charged at full truckload price (to be quoted as needed). Cancellation of a pickup with less than 24 hours' notice will incur a \$287.00 cancellation fee.
13. Overpacked drums with the inner drum inverted will be subject to a \$28.00 inverted drum fee. If waste must be overpacked upon receipt at a Clean Harbors' plant, an overpack fee of \$55.00 will be invoiced.
14. Bulk or drum waste shipped frozen may be subject to a fee covering the costs associated with defrosting / steaming the material in order to process the waste for disposal.

5.1.2 Waste Classification Codes and Specifications

CNO	NON HAZARDOUS SOLID Non-pourable at 70°F No free liquid Must be able to pass (paint filter/penetration) tests Must be able to be landfilled Biodegrade-able absorbents will be stabilized prior to land No herbicide, pesticides, or cyanides Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL
COF	Oil Filters For Reclamation PRIMARY DISPOSAL METHOD: RECLAMATION
LCCRQ	COMBINATION AEROSOL PAINT CANS, PESTICIDES, CORROSIVES & FLAMMABLE No cylinders / lecture bottles and/or dioxin (F027) aerosols Pack per Clean Harbors' Lab Pack Protocol, U.S. DOT and TDG specifications
LBD1	BATTERIES ALKALINE Batteries > 9 volts must be insulated and terminals protected to prevent short circuit Cannot contain any mercury Package per Clean Harbors' Battery Packing Protocol
LCCRB	COMBINATION CORROSIVE ALKALI LIQUIDS & SOLIDS pH between 7 - 14 Inner container sizes ≤ 5-gallons Source of PCBs < 50 ppm Mercury < 260 ppm Package per Clean Harbors' Lab Pack Protocol


LCCRA COMBINATION CORROSIVE ACIDIC LIQUIDS & SOLIDS

pH between 0 - 7

Inner container sizes $\leq$ 5-gallons

Source of PCBs < 50 ppm

Mercury < 260 ppm

Package per Clean Harbors' Lab Pack Protocol

LCCRC/D CHLORINATED OILS & FUELS
Inner container sizes $\leq$ 5-gallons

Source of PCBs < 50 ppm

Mercury < 260 ppm

Package per Clean Harbors' Lab Pack Protocol

FB1 FLAMMABLE LIQUIDS

Heating value > 10,000 BTUs per pound

Dispersible sludge < 4 inches

Halogens / sulfur < 5%

Source of PCBs < 50 ppm

Low viscosity

No pesticides / herbicides and/or debris

Must not set-up in water or with organic solvents

LCCRD FLAMMABLE SOLIDS

Flash point < 140° F

Inner container sizes $\leq$ 5-gallons

Source of PCBs < 50 ppm

Mercury < 260 ppm

Package per Clean Harbors' Lab Pack Protocol

LCCRO COMBINATION OXIDIZERS LIQUIDS & SOLIDS

Container size limitations vary by specific waste type

Source of PCBs < 50 ppm

Mercury < 260 ppm

No reactives

Package per Clean Harbors' Lab Pack Protocol

LPTN PAINT RELATED MATERIALS (CUBIC YARD BOXES)

Acceptable RCRA Codes: D001, D004-D008, D010, D011

Inner containers must be closed and non-leaking

Glass containers are acceptable

No pesticides (e.g. creosote) or herbicides

No PCBs or mercury compounds

Package per Clean Harbors' Lab Pack Protocol

FB2 PAINT RELATED MATERIALS (BULK)

Heating value > 5,000 BTUs per pound



Dispersible sludge < 12 inches
 Halogens / sulfur < 5%
 Source of PCBs < 50 ppm
 Medium viscosity (e.g. paint)
 No pesticides / herbicides and/or debris
 Must not set-up in water or with organic solvents

LCCRC/D PESTICIDES/POISONS LIQUIDS

Inner container sizes ≤ 5-gallons
 Source of PCBs < 50 ppm
 Mercury < 260 ppm
 Package per Clean Harbors' Lab Pack Protocol

LCCRC PESTICIDES/POISONS SOLIDS

Inner container sizes ≤ 5-gallons
 Flash point > 140° F
 Source of PCBs < 50 ppm
 Mercury < 260 ppm
 Package per Clean Harbors' Lab Pack Protocol

LCCRC DIOXIN & DIOXIN PRECURSOR LIQUID

HHW-exempt only, cannot carry any RCRA codes
 Must be manifested directly to Clean Harbors El Dorado, LLC
 Do not pack with any other waste
 Flash point > 140° F
 Inner container sizes ≤ 5-gallons
 Source of PCBs < 50 ppm
 Mercury < 260 ppm
 Package per Clean Harbors' Lab Pack Protocol

LCCRC DIOXIN & DIOXIN PRECURSOR SOLID

HHW-exempt only, cannot carry any RCRA codes
 Must be manifested directly to Clean Harbors El Dorado, LLC
 Do not pack with any other waste
 Flash point > 140° F
 Inner container sizes ≤ 5-gallons
 Source of PCBs < 50 ppm
 Mercury < 260 ppm
 Package per Clean Harbors' Lab Pack Protocol

LCHSL PCB LIGHT BALLASTS

Must be TSCA-exempt
 Manifest in kilograms only
 Ballasts shall each weigh < 9 lbs, or contain < 3 lbs of dielectric fluid
 Package per Clean Harbors' Lab Pack Protocol

D80L NON-PCB LIGHT BALLASTS



	Must be non-hazardous Source of PCBs < 50 ppm
CFL4	METAL HALIDE BULBS Pack in original bulb boxes or specialty containers No free mercury
LCY1	COMPRESSED GAS CYLINDERS (propane tank only) Package per Clean Harbors' Protocol
CFL8	CFL (COMPACT FLUORESCENT LAMPS) Pack in original bulb boxes or specialty containers No free mercury
LRCTO	ORGANIC PEROXIDE Also includes other oxidizing reactives such as perchloric acid, etc. Container size limitations vary by specific waste type Source of PCBs < 50 ppm Mercury < 260 ppm Package per Clean Harbors' Lab Pack Protocol
LCCRA	ORGANIC ACIDICS pH between 0 - 7 Inner container sizes ≤ 5-gallons Source of PCBs < 50 ppm Mercury < 260 ppm Package per Clean Harbors' Lab Pack Protocol
LRCTB	CYANIDE LIQUIDS & SOLIDS Price also includes other alkali reactives such as ammonium sulfide, etc. Container size limitations vary by specific waste type Source of PCBs < 50 ppm Mercury < 260 ppm Packaged per Clean Harbors' Lab Pack Protocol
LCHG2	MERCURY LAB PACKS FOR RETORT Example:mercury thermometers, mercuric sulfide, etc. Check specific facility acceptable compounds lists Packaged per Clean Harbors' Lab Pack Protocol



6 FAMILIARITY WITH EAGLE COUNTY

Clean Harbors has previously been the service provide to the Eagle County HHW and Small Business Collection Facility from 2004 to 2011. We are familiar with Eagle County's waste streams and services requirements.

Upon award and the County's request, Clean Harbors will provide the County with specific waste packaging criteria and review our profiling process and provide a demonstration of our online services.

7 REFERENCES

Below are references from 3 current Clean Harbors HHW clients in Colorado.

Teton County Landfill

3270 South Adams Canyon, Jackson, WY, 83001

Caroline Sheehan – Financial Accountant – 307.732.5767

csheahan@tetoncountywy.gov

Services: Biannual shipments and labpacking of HHW materials collected by and shipped from the Teton County Landfill..

San Miguel County

PO Box 1170, Telluride, CO 81435

Chris Smith – Environmental Health Specialist – 970.369.5442

chriss@sanmiguelcountyco.gov

Services: Clean Harbors executes annual HHW collection events in Telluride and surrounding areas.

Pitkin County HHW Facility

76 Service Center Road, Aspen, Colorado 81611

Jade Bath – Operations Supervisor 970.429.2880

jade.bath@pitkincounty.com

Services: Clean Harbors provides transportation and disposal services for HHW & VSQG waste generated and packaged by the County operated Hazardous Waste Collection Facility. Services are provided every 2 to 3 months on an as needed basis.



8 LEGAL ISSUES

Are there any lawsuits, federal, state or local tax liens, or any potential claims or liabilities against you, your company or the officers of the company at this time or within the last three years?

As the largest provider of hazardous waste services in North America, Clean Harbors at times has pending cases, claims or assessments against the Company which arise in the ordinary course of business consisting primarily of automobile accident claims, commercial, employee and environmentally related lawsuits and administrative proceedings. Some of these proceeding may result in fines, penalties, and judgments against Clean Harbors. Clean Harbors warrants, however, that it is not involved in any action or suit that would preclude it from performing its obligations under this Request for Proposal.

Addendum #1

Q: Does Eagle County participate in PaintCare?

A: The Eagle County HHW does not participate in PaintCare. Latex paint is solidified here on site and flammable/combustible paints are consolidated into 55 gallon drums and incinerated by our HAZ waste vendor. Non-processable flammable tars, resins, glues, etc. are shipped in a cubic yard box for incineration.

Q: Please provide copies of your manifests from the 2022 shipments.

A: See below

Q: Please provide copies of your invoices from the 2022 shipments.

A: See below

Q: What is the frequency of shipment?

A: The Eagle County HHW typically ships twice a year, once in the Spring and once in the Fall. 2022 was an odd year and we only shipped once. We will definitely ship twice in 2023.

Q: What are your volumes of waste by waste type?

A: For 2022, we shipped:

- 2 X CU YD box of aerosols (UN1950)
- 28 X 55 gal flammable liquids (UN1993)
- 4 X 55 gal flammable paint (UN1263)
- 2 X CUYD non-processable paint related materials (UN1263)
- 4 X 55 gal pesticide liquids (loose pack) (UN1992)
- 3 X 55 gal alkaline batteries for recycle (2,400 pounds)
- 2 X 55 gal corrosive liquid, basic inorganic (UN3264)
- 1 X 55 gal pesticide solids (UN2611)
- 1 x 55 gal oxidizers (lab-pack)(pool/spa oxidizers)

Q: What is the length/term of the expected contract?

A: One (1) year with the option of three (3) one (1) year extensions.

Please print or type.

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CDCR000	2. Page 1 of 1	3. Emergency Response Phone (377) 518-0007	4. Manifest Tracking Number 002029975 VES		
5. Generator's Name and Mailing Address EAGLE CNTY SOLID WASTE & RECYC PO BOX 473 WOLCOTT, CO 81653-0473 Generator's Phone: 970 378-3468			Generator's Site Address (if different than mailing address) 115 GITE CREEK ROAD P.O. BOX 473 WOLCOTT, CO 81653				
6. Transporter 1 Company Name VEOLIA EN TECHNICAL SOLUTIONS			U.S. EPA ID Number MD080631369				
7. Transporter 2 Company Name			U.S. EPA ID Number				
8. Designated Facility Name and Site Address VEOLIA EN TECHNICAL SOLUTIONS L.L.C. 9131 EAST 96TH AVE DENVER, CO 80640 Facility's Phone: 303 289-4627			U.S. EPA ID Number COD980591184				
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit WL/Vol.	
	X	1. UN1910, WASTE AEROSOLS, FLAMMABLE, (EACH NOT EXCEEDING 1L CAPACITY), 2.1, LIMITED QUANTITY	1	BA	1000	F	
	X	2. UN1993, WASTE FLAMMABLE LIQUIDS, N.O.S., (PERMEANT, MIXE (METHYL ETHYL KETONE)), 3, II, RQ	24	DM	1320	G	
	X	3. UN1203, WASTE PAINT RELATED MATERIAL, 3, II	2	BA	4000	G	
	X	4. UN1203, WASTE PAINT RELATED MATERIAL, 3, II	3	DM	165	G	
13. Waste Codes D001 D003 D005 D018 D031 D033							
14. Special Handling Instructions and Additional Information Emergency authority on initial transporter to add or subtract additional transportation on generator's behalf. 1) EPC-126 W283780 ACHOP1A595110 2) EPC-126 W283744 ACHOP1A595110-4A 3) EPC-126 W283761 ACHOP1A595110-141 4) EPC-126 W283769 ACHOP1A595110-141							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offor's Printed/Typed Name Joseph Walls		Signature <i>Joseph W. Walls</i>		Month Day Year 6 10 22			
INT'L	16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____						
	Transporter signature (for exports only): _____						
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Materials						
	Transporter 1 Printed/Typed Name Luke Kuhn		Signature <i>Luke Kuhn</i>		Month Day Year 6 10 22		
DESIGNATED FACILITY	Transporter 2 Printed/Typed Name		Signature		Month Day Year		
	18. Discrepancy						
18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection							
18b. Alternate Facility (or Generator) U.S. EPA ID Number							
Facility's Phone: _____							
18c. Signature of Alternate Facility (or Generator) Month Day Year							
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1.		2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a							
Printed/Typed Name		Signature		Month Day Year			

Please print or type.

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)		21. Generator ID Number C C C E P Q Q	22. Page 2 of 3	23. Manifest Tracking Number 007029975VE5		
24. Generator's Name BAMBLE CITY SOLID WASTE AGENCY						
25. Transporter Company Name				U.S. EPA ID Number		
26. Transporter Company Name				U.S. EPA ID Number		
27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers		29. Total Quantity	30. Unit WL/Vol.	31. Waste Codes
		No.	Type			
X	6. UN1992, WASTE FLAMMABLE LIQUID, TOXIC, a.s., (ACETONE, CARBON TETRACHLORIDE, 3 (S.I.), II	4	DM	1000	P	EX04, EX05, EX06
X	8. UN3092, WASTE CORROSIVE SOLID, CORROSIVE, a.s., (LARGE PACKS, 3.1 (S), II	1	DM	200	P	EX08, EX09
X	7. UN2611, WASTE TOXIC SOLID, ORGANIC, a.s., (DIAMINOMETHANE, LINDANE), 6.1, II	1	DM	250	P	EX04, EX05, EX06
X	8. UN3092, WASTE CORROSIVE LIQUID, ACIDIC, INORGANIC, a.s., (HYDROCHLORIC ACID, SULFURIC ACID), 3, II	1	DM	300	P	EX08, EX09
X	8. UN3092, WASTE CORROSIVE LIQUID, BASIC, INORGANIC, a.s., (CALCIUM HYDROXIDE, CALCIUM CARBONATE), 3, II	2	DP	600	P	EX08, EX09
	10. BATTERIES, DRY, SEALED, a.s.	3	DM	2400	P	EX08, EX09
X	11. ...	1	DM	1000	P	EX08, EX09
32. Special Handling Instructions and Additional Information 5) ERG111 WASTE TOXIC SOLID, ORGANIC, a.s., (DIAMINOMETHANE, LINDANE), 6.1, II 6) ERG111 WASTE TOXIC SOLID, ORGANIC, a.s., (DIAMINOMETHANE, LINDANE), 6.1, II 7) ERG111 WASTE TOXIC SOLID, ORGANIC, a.s., (DIAMINOMETHANE, LINDANE), 6.1, II 8) ERG111 WASTE TOXIC SOLID, ORGANIC, a.s., (DIAMINOMETHANE, LINDANE), 6.1, II 9) ERG111 WASTE TOXIC SOLID, ORGANIC, a.s., (DIAMINOMETHANE, LINDANE), 6.1, II 10) WASTE TOXIC SOLID, ORGANIC, a.s., (DIAMINOMETHANE, LINDANE), 6.1, II						
33. Transporter Acknowledgment of Receipt of Materials						
Printed/Typed Name		Signature		Month	Day	Year
34. Transporter Acknowledgment of Receipt of Materials						
Printed/Typed Name		Signature		Month	Day	Year
35. Discrepancy						
36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1.	5.	7.	8.	9.		
10.						



Page 1 of 1

CUSTOMER INVOICE	
INVOICE DATE	INVOICE NUMBER
5/17/2022	211440387
Net 30 Days	

For Billing Inquiries

Call JOSE FRANCO at 1 (303) 289-4827

Customer No. 589650

BILL TO: EAGLE CNTY SOLID WASTE & RECYC

815 UTE CREEK ROAD

P. O. BOX 473

WOLCOTT, CO 81655

JOSEPH WALLS

Generator No. 589651

JOB SITE: EAGLE CNTY SOLID WASTE & RECYC

815 UTE CREEK RD

WOLCOTT, CO 81655

JOSEPH WALLS

CUSTOMER P.O. NUMBER		SERVICE DATE RANGE		TERR.		
{none}		10/19/2021		MB1		
	DESCRIPTION		UOM	QTY	UNIT PRICE	EXTENSION
Material	0 551A1 - 55 GAL DOT 17E DRUM RECONDITIONED T		EACH	20.00	\$61.85	\$1,237.00
Material	0 551A2 - 55 GAL DOT 17H DRUM RECONDITIONED		EACH	20.00	\$61.85	\$1,237.00
Material	0 551H2-55 GAL OPEN HEAD POLY(RECONDITIONED		EACH	6.00	\$61.85	\$371.10
Material	0 CYD13H-CUBIC YARD BURLAP WRANGLER (EACH)		EACH	4.00	\$73.10	\$292.40
Material	0 VERMICULITE 3 CUFT BAG		EACH	2.00	\$39.36	\$78.72
Misc.	0 DRUM PICK-UP CHARGE (EACH)		EACH	43.00	\$33.74	\$1,450.82
Misc.	0 ENERGY, SECURITY AND INSURANCE FEE (EACH)		EACH	1.00	\$2,632.84	\$2,632.84
Misc.	0 EPA E-MANIFEST FEE (EACH)		EACH	1.00	\$27.50	\$27.50
Misc.	0 PALLET PICK-UP CHARGE (EACH)		EACH	3.00	\$134.95	\$404.85
283780	1-1 AEROSOLS	HEN	CYD13H	2.00	\$719.72	\$1,439.44
283744	1-2 FLAMMABLE LIQUIDS	HEN	551H1	4.00	\$84.34	\$337.36
283744	1-3 FLAMMABLE LIQUIDS	HEN	551A1	18.00	\$84.34	\$1,518.12
283744	1-4 FLAMMABLE LIQUIDS	HEN	851A2	1.00	\$147.60	\$147.60
283761	2-5 NON POURABLE PAINT RELATED MATERIAL	RCI	CYD13H	1.00	\$133.54	\$133.54
283729	2-6 FLAMMABLE PAINTS	HEN	551A2	3.00	\$84.34	\$253.02
283750	2-7 LOOSEPACK-FLAMMABLE PESTICIDES & TOXIC	HEN	551G	1.00	\$179.92	\$179.92
283750	2-8 LOOSEPACK-FLAMMABLE PESTICIDES & TOXIC	HEN	551A2	3.00	\$179.92	\$539.76
283758	2-9 LOOSEPACK SOLID PESTICIDES, TOXIC	HEN	551G	2.00	\$228.66	\$457.32
283771	2-10 ACIDIC ORGANICS LOOSEPACK	PTA	551H2	1.00	\$298.01	\$298.01
283763	2-11 HHW ACIDIC INORGANIC LOOSEPACK	PTA	551H2	1.00	\$298.01	\$298.01
283766	2-12 HHW BASIC INORGANIC LOOSEPACK	HEN	551H2	2.00	\$298.01	\$596.02
1062036	2-13 PENTACHLORONITROBENZENE	HEN	301H1	2.00	\$859.80	\$1,719.60
283745	2-14 NON-PCB BALLASTS	USI	551A2	2.00	\$125.76	\$251.52
283779	3-15 ALKALINE BATTERIES(UNIVERSAL WASTE)	KBI	LB	2,400.00	\$1.12	\$2,688.00
				002004456VES	SUBTOTAL	\$18,589.47
TOTAL						\$18,589.47

Veolia ES Technical Solutions LLC is permitted for and has capacity to accept waste listed above in container quantities.

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT 1.5% PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS.

CUSTOMER COPY

PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

EXHIBIT C

SCOPE OF SERVICES, SCHEDULE, FEES



5 PRICING AND FEES

Material Stream Description	Management Method	Packaging According to 49 CFR 171.8 173.12(b)	Price [55-gal drum]	Price [30-gal drum]	Price [5-gal pail]	Price [Other]
Combination Aerosol Paint Cans, Pesticides, Corrosives, & Flammable	Incineration	Loose Pack	\$ 257.00	\$192.75	\$ 77.10	
Batteries Alkaline	Reclamation	Loose Pack				\$1.39 per lb. with \$89 minimum per 5 gallon container
Batteries Alkaline	Landfill	Loose Pack				\$0.28/LB with \$55 minimum per 5 gallon container
Combination Corrosive Alkali Liquids & Solids	Incineration	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A
Combination Corrosive Acidic Liquids & Solids	Incineration	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A
Chlorinated Oils & Fuels	Incineration	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A
Flammable Liquids	Fuels Incineration	Bulk	\$ 90.00	\$ 67.50	\$ 44.00	N/A
Flammable Solids	Incineration	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A
Combination Oxidizers Liquids & Solids	Incineration	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A
Paint Related Materials (cubic yard boxes)	Incineration	Loose Pack				\$695/CYB
Paint Related Materials (bulk)	Fuels Incineration	Bulk	\$ 115.00	\$ 86.25	\$ 44.00	N/A
Pesticides/Poison Liquids	Incineration	Loose Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A



Proposal for Disposal of Common Hazardous Materials

Material Stream Description	Management Method	Packaging According to 49 CFR 171.8 173.12(b)	Price [55-gal drum]	Price [30-gal drum]	Price [5-gal pail]	Price [Other]
Pesticides/Poison Solids	Incineration	Loose Pack	\$ 257.00	\$ 192.75	\$ 77.10	\$899 per CYB
PCB Light Ballast	Incineration	Loose Pack	\$ 649.00	\$ 486.75	\$194.70	N/A
Non-PCB Light Ballast	Secure Landfill	Loose Pack	\$ 278.00	\$ 208.50	\$ 83.40	
Oil Filters	Secure Landfill	Loose Pack	\$ 90.00	\$ 67.50	\$ 44.00	N/A
Dioxin & Dioxin Precursor Liquid	Incineration (1)	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	F027 dioxin waste will be quoted CBC
Dioxin & Dioxin Precursor Solid	Incineration (1)	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	F027 dioxin waste will be quoted CBC
Metal Halide Bulbs	Reclamation	Loose Pack				\$3.49 per lb. with \$65 minimum per shipment
Compressed Gas Cylinders	Reclamation (3)	Loose Pack				lecture cylinders are \$13.00 each
						BBQ grill size (medium) are \$55 each
CFLs	Reclamation	Loose Pack				\$3.49 per lb. with \$65 minimum per shipment

**Table 2**

Material Stream Description	Management Method	Packaging According to 49 CFR 171.8 173.12(b)	Price [55-gal drum]	Price [30-gal drum]	Price [5- gal drum]	Price [Other]
Organic Peroxide	Incineration	Lab Pack	N/A	N/A	\$ 195.00	
Organic Acids	Incineration	Lab Pack	\$ 257.00	\$ 192.75	\$ 77.10	N/A
Cyanide Liquids & Solids	Incineration	Lab Pack	N/A	N/A	\$ 195.00	
Mercury Contained in Manufactured Articles	Stabilization / Retort	Lab Pack	N/A	N/A		\$14 per lb. with \$650 minimum per 5 gallon container

1. Dioxin & Dioxin Precursor must be RCRA-exempt – no EPA waste codes; and incinerated at Clean Harbors El Dorado, LLC only.
2. Minimum charge per shipment of Metal Halide Bulbs is \$65.00 (i.e. the total weight of all containers in a single shipment will be used to determine if a minimum charge will apply)
3. Prices are for recycling propane cylinders only. Other compressed gas cylinders will be quoted as needed on a case-by-case basis.
4. Minimum charge per shipment of CFLs is \$65.00 (i.e. the total weight of all containers in a single shipment will be used to determine if a minimum charge will apply).

5.1 GENERAL PRICING CONDITIONS

5.1.1 Assumptions and Considerations

Provided below are general pricing conditions for this contract. These conditions govern all waste streams and generic pricing covered under this contract; and are in addition to specific pricing notes provided within the pricing tables.

1. This Proposal is valid for 90 days.
2. This pricing is valid for 1 year of the contract, for any extensions thereafter pricing shall be mutually negotiated between both parties.
3. Payment terms are NET 30 days from date of invoice.
4. All pricing presented in this proposal is based on Clean Harbors' ability to utilize our approved network of audited treatment, storage, and disposal facilities ("TSDFs"). If the



number of TSDFs approved by Eagle County Solid Waste and Recycling is reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced economies of scale.

5. All approved waste streams are coded with Clean Harbors' Waste Classification Codes ("WCC"), 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, sample, representative analysis or MSDS must be submitted prior to approval and scheduling.
6. On June 30, 2018 the EPA activated the E-Manifest system. The EPA now charges the receiving TSDF a fee per manifest. To cover the cost of the E-Manifest and administrative cost of entering manifest into the system, Clean Harbors will charge \$20.00 per manifest on every invoice.
7. 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.
8. Local, State and Federal fees/taxes applying to the generating location/receiving facilities are included in disposal pricing. Sales taxes (if applicable) are not included in disposal pricing and will be added to each invoice.
9. Propane Cylinder Conditions
 - 9.1. Cylinders must in DOT-shippable condition. All cylinders require an approved cylinder evaluation sheet and leak test for final acceptance.
 - 9.2. Cylinders with inoperable valves may be subject to rejection or may be charged an additional handling fee of \$440.00.
 - 9.3. Cylinders with a stuck/rusted valve cap will be subject to a \$61.00 stuck cap charge.
 - 9.4. Cylinder pricing offered in this proposal is contingent upon approval of Clean Harbors La Porte, LLC as the destination TSDF.

<u>CYLINDER SIZES AND ABBREVIATIONS</u>	
Lecture (CYLE):	Up to 3" diameter and 13" length or Up to 4" diameter and 10" length
Small (CYSM):	Up to 4" diameter and 24" length
Medium (CYME):	Up to 12" diameter and 36" length
Large (CYLG):	Up to 16" diameter and 56" length
Extra Large (CYXL):	Up to 20" diameter and 64" length



10. Clean Harbors requires free and easy access to each pickup site. Drums / containers must be in DOT-shippable condition.
11. All transportation rates are based on utilization of Clean Harbors' transportation equipment, or Clean Harbors-approved transporters.
12. Dedicated or non-milkrun emergency pickups will be charged at full truckload price (to be quoted as needed). Cancellation of a pickup with less than 24 hours' notice will incur a \$287.00 cancellation fee.
13. Overpacked drums with the inner drum inverted will be subject to a \$28.00 inverted drum fee. If waste must be overpacked upon receipt at a Clean Harbors' plant, an overpack fee of \$55.00 will be invoiced.
14. Bulk or drum waste shipped frozen may be subject to a fee covering the costs associated with defrosting / steaming the material in order to process the waste for disposal.

5.1.2 Waste Classification Codes and Specifications

CNO	NON HAZARDOUS SOLID Non-pourable at 70°F No free liquid Must be able to pass (paint filter/penetration) tests Must be able to be landfilled Biodegrade-able absorbents will be stabilized prior to land No herbicide, pesticides, or cyanides Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL
COF	Oil Filters For Reclamation PRIMARY DISPOSAL METHOD: RECLAMATION
LCCRQ	COMBINATION AEROSOL PAINT CANS, PESTICIDES, CORROSIVES & FLAMMABLE No cylinders / lecture bottles and/or dioxin (F027) aerosols Pack per Clean Harbors' Lab Pack Protocol, U.S. DOT and TDG specifications
LBD1	BATTERIES ALKALINE Batteries > 9 volts must be insulated and terminals protected to prevent short circuit Cannot contain any mercury Package per Clean Harbors' Battery Packing Protocol
LCCRB	COMBINATION CORROSIVE ALKALI LIQUIDS & SOLIDS pH between 7 - 14 Inner container sizes ≤ 5-gallons Source of PCBs < 50 ppm Mercury < 260 ppm Package per Clean Harbors' Lab Pack Protocol


LCCRA COMBINATION CORROSIVE ACIDIC LIQUIDS & SOLIDS

pH between 0 - 7

Inner container sizes $\leq$ 5-gallons

Source of PCBs < 50 ppm

Mercury < 260 ppm

Package per Clean Harbors' Lab Pack Protocol

LCCRC/D CHLORINATED OILS & FUELS
Inner container sizes $\leq$ 5-gallons

Source of PCBs < 50 ppm

Mercury < 260 ppm

Package per Clean Harbors' Lab Pack Protocol

FB1 FLAMMABLE LIQUIDS

Heating value > 10,000 BTUs per pound

Dispersible sludge < 4 inches

Halogens / sulfur < 5%

Source of PCBs < 50 ppm

Low viscosity

No pesticides / herbicides and/or debris

Must not set-up in water or with organic solvents

LCCRD FLAMMABLE SOLIDS

Flash point < 140° F

Inner container sizes $\leq$ 5-gallons

Source of PCBs < 50 ppm

Mercury < 260 ppm

Package per Clean Harbors' Lab Pack Protocol

LCCRO COMBINATION OXIDIZERS LIQUIDS & SOLIDS

Container size limitations vary by specific waste type

Source of PCBs < 50 ppm

Mercury < 260 ppm

No reactives

Package per Clean Harbors' Lab Pack Protocol

LPTN PAINT RELATED MATERIALS (CUBIC YARD BOXES)

Acceptable RCRA Codes: D001, D004-D008, D010, D011

Inner containers must be closed and non-leaking

Glass containers are acceptable

No pesticides (e.g. creosote) or herbicides

No PCBs or mercury compounds

Package per Clean Harbors' Lab Pack Protocol

FB2 PAINT RELATED MATERIALS (BULK)

Heating value > 5,000 BTUs per pound



Dispersible sludge < 12 inches
 Halogens / sulfur < 5%
 Source of PCBs < 50 ppm
 Medium viscosity (e.g. paint)
 No pesticides / herbicides and/or debris
 Must not set-up in water or with organic solvents

LCCRC/D PESTICIDES/POISONS LIQUIDS

Inner container sizes ≤ 5-gallons
 Source of PCBs < 50 ppm
 Mercury < 260 ppm
 Package per Clean Harbors' Lab Pack Protocol

LCCRC PESTICIDES/POISONS SOLIDS

Inner container sizes ≤ 5-gallons
 Flash point > 140° F
 Source of PCBs < 50 ppm
 Mercury < 260 ppm
 Package per Clean Harbors' Lab Pack Protocol

LCCRC DIOXIN & DIOXIN PRECURSOR LIQUID

HHW-exempt only, cannot carry any RCRA codes
 Must be manifested directly to Clean Harbors El Dorado, LLC
 Do not pack with any other waste
 Flash point > 140° F
 Inner container sizes ≤ 5-gallons
 Source of PCBs < 50 ppm
 Mercury < 260 ppm
 Package per Clean Harbors' Lab Pack Protocol

LCCRC DIOXIN & DIOXIN PRECURSOR SOLID

HHW-exempt only, cannot carry any RCRA codes
 Must be manifested directly to Clean Harbors El Dorado, LLC
 Do not pack with any other waste
 Flash point > 140° F
 Inner container sizes ≤ 5-gallons
 Source of PCBs < 50 ppm
 Mercury < 260 ppm
 Package per Clean Harbors' Lab Pack Protocol

LCHSL PCB LIGHT BALLASTS

Must be TSCA-exempt
 Manifest in kilograms only
 Ballasts shall each weigh < 9 lbs, or contain < 3 lbs of dielectric fluid
 Package per Clean Harbors' Lab Pack Protocol

D80L NON-PCB LIGHT BALLASTS



	Must be non-hazardous Source of PCBs < 50 ppm
CFL4	METAL HALIDE BULBS Pack in original bulb boxes or specialty containers No free mercury
LCY1	COMPRESSED GAS CYLINDERS (propane tank only) Package per Clean Harbors' Protocol
CFL8	CFL (COMPACT FLUORESCENT LAMPS) Pack in original bulb boxes or specialty containers No free mercury
LRCTO	ORGANIC PEROXIDE Also includes other oxidizing reactives such as perchloric acid, etc. Container size limitations vary by specific waste type Source of PCBs < 50 ppm Mercury < 260 ppm Package per Clean Harbors' Lab Pack Protocol
LCCRA	ORGANIC ACIDICS pH between 0 - 7 Inner container sizes ≤ 5-gallons Source of PCBs < 50 ppm Mercury < 260 ppm Package per Clean Harbors' Lab Pack Protocol
LRCTB	CYANIDE LIQUIDS & SOLIDS Price also includes other alkali reactives such as ammonium sulfide, etc. Container size limitations vary by specific waste type Source of PCBs < 50 ppm Mercury < 260 ppm Packaged per Clean Harbors' Lab Pack Protocol
LCHG2	MERCURY LAB PACKS FOR RETORT Example:mercury thermometers, mercuric sulfide, etc. Check specific facility acceptable compounds lists Packaged per Clean Harbors' Lab Pack Protocol

EXHIBIT D

INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive Norwell, MA 02061	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Starr Indemnity & Liability Company</td> <td style="width: 20%;">NAIC # 38318</td> </tr> <tr> <td>INSURER B: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Starr Indemnity & Liability Company	NAIC # 38318	INSURER B: ACE American Insurance Company	22667	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Starr Indemnity & Liability Company	NAIC # 38318												
INSURER B: ACE American Insurance Company	22667												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: W26427790

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			1000090736221	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ XCU						MED EXP (Any one person) \$ 10,000
	☒ Contractual						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			1000679502221	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☒ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☒ MCS-90						\$
A	☒ UMBRELLA LIAB	☒ OCCUR		1000095587221	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED \$	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000005137 (AOS)	11/01/2022	11/01/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐ No	N/A				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Workers Compensation & Empl Liab (AK, AZ, IA, NJ, NY NC, VT, CT) Per Statute			1000005140	11/01/2022	11/01/2023	E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMP \$2,000,000 E.L. DISEASE-POL LMT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Julia M. Powers</i>
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ACORD 25 (2016/03)

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SR ID: 23228082

BATCH: 2718361

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive Norwell, MA 02061
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318
 POLICY NUMBER: 1000005138 (MA, FL) EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	E.L. EACH ACCIDENT	\$2,000,000
& Employers Liability	E.L. DISEASE - EA EMP	\$2,000,000
Per Statute	E.L. DISEASE-POL LMT	\$2,000,000

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318
 POLICY NUMBER: 1000679513221 EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability (MA)	CSL (Ea accident)	5,000,000
Any Auto, Owned Autos only,	MCS-90	
Hired Autos only, Non-owned Autos only		

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: C00 G27416603 008 EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: C00 G27416603 008 EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000