

County of Siskiyou Contract for Services (Hazardous Waste Events)

This Contract made this 1st day of July 2020, between:

COUNTY: County of Siskiyou Department of General Services
PO Box 1127
Yreka, CA 96097

and

CONTRACTOR: Clean Earth Environmental Solutions, Inc.
350 Poplar Church
Road Camp Hill, PA
17011

Article 1. Term of Contract

- 1.01** Contract Term: This Contract shall become effective **July 1, 2020** and shall terminate on **June 30, 2022**, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

Article 2. Independent Contractor Status

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

Article 3. Services

- 3.01** Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by **Director of General Services** (or his or her designee).

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Article 4. Compensation

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A", the not to exceed amount of **eighty thousand dollars and no/100 cents (\$80,000.00)** for the term of the Contract.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered. All invoices are subject to applicable Federal, State and local taxes and fees.
- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business that are not covered in Exhibit A or as outlined in 4.1 for additional services. County shall not be responsible for any expense incurred by Contractor in performing services for County.

Article 5. Obligations of Contractor

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, permits, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the **Director of General Services** (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

- 5.05** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including reasonable attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property, but in no event shall Contractor be obligated to indemnify or holder the County harmless from any liability to the extent of the County's negligence or intentional misconduct. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. The Commercial General Liability (CGL) Additional Insured status shall be provided per attached Form 17. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06** General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as many otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County . The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.07** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 above and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in**

paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.

- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of One Million and No/100 Dollars (\$1,000,000.00), or as determined in writing by County's Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - c. County will not withhold state or federal income tax from payment to Contractor;
 - d. County will not make disability insurance contributions on behalf of Contractor;
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12** Records: All reports and other materials collected or produced by the contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of

all such materials exclusively for administration and compliance purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. Contractor may retain copies of all such materials exclusively for administration and compliance purposes. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for County inspection or audit and/or copying at any time during regular business hours, upon 10 days' oral or written notification request of the County.

5.14 Assignability of Contract: Neither party shall assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning party of any of its obligations hereunder.

5.15 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

5.16 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

5.17 Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this

Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

Article 6. Obligations of County

- 6.21** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

Article 7. Termination

- 7.01** Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:
- a. Bankruptcy or insolvency of Contractor;
 - b. Death of Contractor.
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving thirty (30) day written notification to Contractor. Contractor shall be provided a thirty (30) day cure period in the event services are deemed unsatisfactory by County.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a thirty (30) day notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be

performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for ~~that percentage of the phase of work actually completed, based on a pro-rata portion of the compensation for said phase satisfactorily completed~~ at the time the notice of termination is received.

- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18. All monies due to Contractor for previous work shall be paid by the County to Contractor immediately upon termination.

Article 8. General Provisions

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notifications executed by electronic copy are agreed to by both Parties that such copies of signatures shall have the same effect as original signatures.
- 8.02** Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.

- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor under this contract. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off- set and the reason for the deduction thirty (30) days prior to the County's exercise of this right.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation. In the event of a conflict between terms of this Contract and Exhibit A, the Terms of Exhibit A will control.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

8.15 No Reliance on Representations: Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Clean Earth Environmental Solutions, Inc

Date: 4/20/2021

DocuSigned by:
Sean Burchill
Sean Burchill, Account Manager

Article 9. Date: 4/20/2021

DocuSigned by:
Susan Cashion
CD4D75E17EAE42F...
Susan Cashion, Southwest Sales Director

Article 10. License number
C3730921
TAXPAYER I.D. 26-
2836612

ACCOUNTING:
Fund **5350** Organization **401118** Account **723000** NTE **\$80,000**



May 12, 2020

EXHIBIT A

Jason Ledbetter
Siskiyou County
1312 Fairlane Rd
Yreka, California 96097

Dear Jason Ledbetter:

First of all, thank you for choosing Clean Earth Environmental Solutions, Inc. (Clean Earth) for your waste management needs. Clean Earth is a leading provider of environmental and regulated waste management solutions. As an industry leader, we provide a strengthened infrastructure and a broad portfolio of services for customers who generate regulated waste in virtually any industry. Customers receive innovative and sustainable solutions that safeguard the environment, protect people and keep their organizations compliant. Thank you for allowing us to quote the attached services.

Based upon the information provided to Clean Earth, the scope of work/pricing for the service(s) is outlined below:

- a. Transportation and disposal of wastes, as described in the pricing below.
- b. Labor and equipment to prepare waste for shipment.
- c. UN approved packaging and supplies, as described in the pricing below.

Pricing Details:

Disposal Charges:							
Facility	Item	Description	UOM	Price	QTY	Net Price	Minimums
Rancho Cordova	AF09	Loose pack Flammable Liquid	DR55	\$368.48	2	\$736.96	
Rancho Cordova	INC15-D1	Loose pack Flammable Solid/Liquid (Fuses)	LB	\$4.71	2	\$9.42	Lab Pack Minimums Apply
Rancho Cordova	AF06	Paint Related Material	DR55	\$119.48	2	\$238.96	
Rancho Cordova	INC14-P	Poisons Solids/Liquid	DR55	\$259.23	1	\$259.23	
Rancho Cordova	REC64	Compressed Gas Cylinders	Each	\$14.42	2	\$28.84	
Rancho Cordova	REC45	Other PCB waste (PCB Ballasts)	LB	\$0.73	5	\$3.65	Common Container Minimums Apply
Rancho Cordova	REC08	Antifreeze	DR55	\$41.20	1	\$41.20	
Rancho Cordova	REC14	Mercury containing thermostats	DR5	\$255.44	1	\$255.44	
Rancho Cordova	AF08	Aerosol containers	DR55	\$182.97	1	\$182.97	
Rancho Cordova	WATR01-2	Inorganic and Organic Acid	DR55	\$387.28	1	\$387.28	
Rancho Cordova	WAT16-B	Inorganic and Organic Bases	DR55	\$272.96	1	\$272.96	
Rancho Cordova	STAB06-2	Neutral oxidizers	DR5	\$41.20	1	\$41.20	
Rancho Cordova	LF11	Asbestos	DR55	\$150.38	1	\$150.38	

Rancho Cordova	INC04	Cyanide	DR5	\$559.84	1	\$559.84	
Rancho Cordova	REC06	Flourescent Light Tubes (by Linear Foot)	Each	\$0.17	1072	\$182.24	
Rancho Cordova	REC06	CFL, U-Tubes	Each	\$1.50	150	\$225.00	



Rancho Cordova	REC42	HID Lamp Bulbs	Each	\$5.50	150	\$825.00	
Rancho Cordova	REC24	Alkaline Batteries	LB	\$0.90	1100	\$990.00	Non-Standard Minimums Apply
Rancho Cordova	REC11	Nicad Batteries	LB	\$0.65	250	\$162.50	Non-Standard Minimums Apply
Rancho Cordova	REC09	Lithium-Ion Batteries (Rechargeable)	LB	\$0.65	150	\$97.50	Non-Standard Minimums Apply
Rancho Cordova	PCB09	Non PCB Ballasts	LB	\$0.65	150	\$97.50	
Rancho Cordova	PCB01	PCB Ballasts	LB	\$1.50	1200	\$1,800.00	
						Disposal Subtotal:	\$7,548.07

Transportation Charges:							
Facility	Item	Description	UOM	Price	QTY	Net Price	Minimums
Rancho Cordova	TRADMTRA	Equipment Truck & driver	Hour	\$116.00	8	\$928.00	4 hour minimum (Portal to Portal)
						Transportation Subtotal:	\$928.00

Labor Charges:							
Facility	Item	Description	UOM	Price	QTY	Net Price	Minimums
Rancho Cordova	LBPROMST	Project Manager	Hour	\$127.00	8	\$1,016.00	4 hour minimum (Portal to Portal)
Rancho Cordova	LBSUPVST	Site Supervisor	Hour	\$90.00	8	\$720.00	4 hour minimum (Portal to Portal)
Rancho Cordova	LBCHEMST	Lead Chemist	Hour	\$74.00	8	\$592.00	4 hour minimum (Portal to Portal)
Rancho Cordova	LBENVST	Technician	Hour	\$51.00	32	\$1,632.00	4 hour minimum (Portal to Portal)
Rancho Cordova	LBLABRST	Laborer - Traffic Control/Survey	Hour	\$48.00	24	\$1,152.00	4 hour minimum (Portal to Portal)
Rancho Cordova	LBDIEMST	Perdium	Each	\$169.00	4	\$676.00	
						Labor Subtotal:	\$5,788.00

Supply Charges:							
Facility	Item	Description	UOM	Price	QTY	Net Price	Minimums
Rancho Cordova	SPBXCYP	Cubic Yard Boxes	Each	\$98.00	3	\$294.00	
Rancho Cordova	SPDM55NO	55 Gallon Drum	Each	\$67.00	10	\$670.00	
Rancho Cordova	SPDM30NO	30 Gallon Drum	Each	\$59.00	1	\$59.00	
Rancho Cordova	SPDM15NO	15 Gallon Drum	Each	\$48.00	1	\$48.00	
Rancho Cordova	SPDM05NO	5 Gallon drum	Each	\$27.00	1	\$27.00	
Rancho Cordova	SPBxBUB4	4 Foot Light Tube Boxes	Each	\$31.00	3	\$93.00	
Rancho Cordova	SPBxBUB8	8 Foot Light Tube Boxes	Each	\$37.00	3	\$111.00	
Rancho Cordova	SPVERM	Vermiculite	Each	\$36.00	5	\$180.00	
Rancho Cordova	SPABSBAG	Absorbent	Each	\$19.00	2	\$38.00	
Rancho Cordova	SPPED	PPE (Level D PPE, plus Maks meeting CDC Guidelines)	Each	\$17.00	8	\$136.00	
						Supply Subtotal:	\$1,656.00

Equipment/Admin Charges:							
Facility	Item	Description	UOM	Price	QTY	Net Price	Minimums
Rancho Cordova	EQSPOT	Forklift	Each	\$700.00	1	\$700.00	
Rancho Cordova	EQSPOT	Portable Toilets	Each	\$300.00	2	\$600.00	
						Equipment Subtotal:	\$1,300.00
						E&I Estimate:	\$0.00
						Estimated Total:	\$17,220.07



Assumptions and Conditions:

1. This section and the terms and conditions apply to this quote unless superseded by a service agreement.
2. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
3. For a complete list of process code specifications, visit: <https://www.stericycleenvironmental.com/esol-files/Process-Specifications.pdf>
4. A minimum charge of \$325 applies to the invoice.
5. Transportation, labor and equipment is portal to portal, and requires a four-hour minimum unless otherwise specified.
6. Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments.
7. All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy. <https://www.stericycleenvironmental.com/energy-insurance-fees/>
8. During the performance of said services, should waste streams or services be encountered that are not specified in Exhibit A, Contractor shall charge the standard rates or fees for such services at the time the services are rendered.

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

Per Pound Standard Minimums			
	Common Containers ¹	Lab Pack Containers ²	Light Weight Containers ³
5 or less	50 lbs	25 lbs	30 lbs
6 - 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box / pallet	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	--	--
1. Excludes Lab Pack and Light Weight items 2. Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16 3. Includes: AF17, INC01, INC02, INC16 4. All other container sizes are case by case (CBC)			

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

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

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



Yreka, California 96097 hereby enter into and agree as provided in this Master Services Agreement (the "Agreement") dated as of the 12 day of May 2020 (the "Effective Date").

1. **Sole Terms.** All Services, defined below, provided by Contractor to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto (collectively, the "Agreement"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Clean Earth unless agreed to by the parties in writing, provided that in the event of a conflict the terms of this Agreement shall prevail.
2. **Clean Earth Services.** Upon the issuance of a service order, price sheet, statement of work, manifest, proposal, quote or other similar document (collectively, a "Service Schedule"), Clean Earth will provide Customer the services described therein (the "Services"), which are specifically incorporated and made part of this Agreement.
3. **Service Fee.** Customer agrees to pay Clean Earth for the performance of the Services at the fees or rates set forth in a Service Schedule, or, if not specified therein, at Clean Earth's standard fees or rates for such Services at the time the Services are rendered. Clean Earth reserves the right to adjust the amount of each Service Fee from time to time, in its sole discretion. Additionally, Clean Earth may adjust, with prior written consent, the contract price to account for operational changes it implements to comply with changes in law.
4. **Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due within 30 days of the date of the invoice. Any payments not received by Clean Earth on the due date will be subject to an interest charge on the unpaid balance of 1.5% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds, payments made by credit card may incur additional fees. In addition to Clean Earth's charges for services and products under this Agreement, the Customer shall pay all taxes or other fees imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Clean Earth's net income). Clean Earth shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Clean Earth in a timely manner.
5. **Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that Clean Earth may, from time to time, impose and/or adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion.
6. **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue in effect for twenty four (24) months or until terminated in accordance with Paragraph 7 below ("Initial Term"). On termination by either party, Customer will immediately pay Clean Earth all outstanding balances for Services performed by Clean Earth prior to termination of the Agreement (along with all other monies due to Contractor).
7. **Default & Early Termination for Cause.** Either party may immediately terminate this Agreement if the other party fails to cure its breach of this Agreement within 30 days following receipt of written notice of such breach. Notwithstanding anything to the contrary, in the event that Customer fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Clean Earth may immediately suspend Services or cancel this Agreement in its entirety in its sole discretion.
8. **Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock -out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
9. **Customer Warranties.** Customer shall comply with all applicable federal, state and local laws, rules and regulations ("Applicable Laws") and obtain and maintain throughout the term of this Agreement all permits, licenses and other forms of documentation required in order for a generator to comply with such Applicable Laws. Customer agrees to provide MSDS sheets, if available, for each waste related to the Services, on which Sheet there is an accurate and complete description, and which advises Contractor of the hazards and risks presented to persons, property or the environment when exposed to the waste. Customer shall tender only Wastes under this Agreement which conforms to the information provided and Customer represents that it has no knowledge of any constituent or component not specifically identified in the applicable waste profile sheet that increases the nature or the extent of the hazard or risk. If Clean Earth determines that any unit of waste received from Customer is non-conforming for any reason, Clean Earth may deem all waste that is tendered or accepted at the same time as the non-conforming unit to be non-conforming for the same reason. Contractor may, in its sole discretion, reject or revoke acceptance of all non-conforming waste or accept for processing all or any part of such waste. If Contractor accepts non-conforming waste, Contractor shall process the waste at its then prevailing rates.
10. **Limitation of Liability.** Clean Earth's cumulative, aggregate liability for any reason under any and all legal theories is limited to monetary damages not to exceed the lesser of: (i) Customer's actual damages, or (ii) the total aggregate amount paid by Customer to Clean Earth for the Services in the month before such liability is assessed or the month before termination of the Agreement, whichever is earlier. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY.
11. **Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify, defend and hold harmless Clean Earth and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), resulting from Customer's actual or threatened breach of this Agreement or its negligence or willful misconduct. Customer shall be responsible for all costs of collection hereunder, including reasonable attorney fees and court costs.
12. **Miscellaneous.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State in which the Services are rendered, without regard to the conflict of laws principles thereof. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation, including without limitation Paragraphs 10 and 11. Any notices to be given by one party to the other hereunder shall be sent by "Certified Mail, Return Receipt Requested" or overnight courier to the parties at its location identified at the beginning of this Agreement. This Agreement may be signed on counterparts which together shall form one and the same Agreement. This Agreement may be signed and delivered by electronic signature and shall have the same force as signed manually.

authority to bind their respective entities.

Client Signature _____ Clean Earth Signatures _____

Printed Name: Ray A. Haupt Title: Board of Supervisors, Chair Printed Name: _____ Title: _____

Date: _____

Date: _____