

**CONTRACT NO. KC-123-20**  
**Contract for Services**

This Contract for Services ("Contract") is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County") and Clean Harbors Environmental Services, Inc., a corporation, having its principal offices at 26328 79th Avenue South, Kent, Washington 98032 ("Contractor").

In consideration of the terms and conditions of this Contract, the parties agree as follows:

**SECTION 1. TERM AND EFFECTIVE DATE**

- 1.1. The Contract will become effective on July 1, 2020 and terminate on June 30, 2021, unless terminated or extended. Services rendered under the awarded contract shall apply for a term of one (1) year, with up to four (4) annual renewals at the discretion of the County. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

**SECTION 2. DEFINITIONS**

- 2.1. Contract means this Contract and any exhibits, amendments, specifications, schedule, and solicitation documents accepted by the County, and Attachments A (Scope of Work), B (Compensation), and C (Specific Terms and Conditions). All such documents are incorporated herein in full by this reference.
- 2.2. Personnel means the Contractor and its employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any services under the Contract. The Contractor shall have and maintain complete responsibility for its Personnel. The Contractor remains liable for all acts, errors, and omissions of its Personnel as if they were the acts or omissions of the Contractor. The Contractor will remove any Personnel performing services upon a request from the County.

**SECTION 3. SCOPE OF WORK, COMPENSATION, AND PAYMENT**

- 3.1. Scope of Work. The Contractor shall provide the services as identified in Attachment A, Scope of Work, in compliance with the Contract.
- 3.2. Compensation/Price. The compensation paid under the Contract by the County shall not exceed \$500,000.00. Compensation for all services shall be as provided in Attachment B, Compensation, and unless otherwise stated shall include all taxes, levies, duties and applicable tax. No increase in the price may be made without the prior written consent of the County.
- 3.3. Price Adjustment. Pricing shall be fixed and firm through the original contract term. Requests for price increases shall be considered only during each annual contract renewal period. The Contractor may submit a written request for a price increase to the County 60 days in advance of the contract expiration date and, if accepted, the price increase shall take effect on the contract renewal date. The decision to accept any price increase will be at the sole discretion of the County.

Such requests shall demonstrate the following:

- Price request shall be no greater than the total of changes to the Consumer Price Index for Kitsap County or other pricing index appropriate to the particular product herein.
- Not produce a higher profit margin than that of the original contract.

- Clearly identify the items impacted by the increases.
  - Be accompanied by documentation acceptable to the County sufficient to warrant the increase.
  - Remain firm for a minimum of 365 days.
  - The County will not be bound by prices contained in an invoice higher than those in the Contract, unless the County has accepted the higher price and a Contract Amendment has been executed. Invoices may be rejected and returned to the Contractor for correction.
- 3.4. Invoice. Upon award of the contract, the County will not recognize charges above or different than those specified in the proposal. The Contractor will submit one (1) invoice per month to the County for payment of services completed to date, unless otherwise agreed. Each invoice shall identify the services provided, dates of service, and any other information requested by the County.
- 3.5. Payment. The County will make reasonable efforts to pay the Contractor within 30-days from the date the County receives a complete and correct invoice, subject to Section 3. All funds disbursed to the Contractor by Direct Deposit via Automated Clearing House (ACH), unless agreed otherwise. In the event of a good faith dispute regarding the invoice amount, the County may with prior notice to the Contractor, withhold or suspend payment of the disputed part of the invoice until the dispute is resolved, subject to Section 6.4. The Contractor shall continue to perform its obligations under the pending dispute resolution.
- 3.6. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full during any period of noncompliance.
- 3.7. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, which are received during the Contract term, and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

#### **SECTION 4. TERMINATION**

- 4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, by giving 10-days' prior notice to the Contractor.
- 4.2. For Funding Issues. If any funding for services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may in its discretion: a) accept a decreased price offered by the Contractor; b) terminate the Contract; or c) terminate the Contract and re-solicit the requirements.
- 4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the Contractor's failure to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract.
- 4.4. Procedures. Upon notice of termination, the Contractor shall stop all services as directed in the notice and minimize further costs. All materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for the services provided and accepted by the County up to the effective date of termination. No costs incurred after the effective date of termination will be paid.

## **SECTION 5. WARRANTIES, ACCEPTANCE**

- 5.1. Warranties. The Contractor warrants and represents to the County as follows:
- 5.1.1. Contractor and its Personnel: a) are competent and possess the necessary and appropriate skills, training, background, experience, and qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them under the Contract; b) will behave in a professional and responsible manner; and c) will comply with all laws, safety and security requirements, and procedures when accessing the County locations; and d) keep the County informed of the progress of the services at the manner, method, and intervals requested by the County.
  - 5.1.2. All services will be performed with due care, diligence, and skill consistent with the Contract specifications and best industry standards by appropriately qualified and experienced Personnel.
- 5.2. Inspection, Testing and Acceptance. All services are subject to inspection and acceptance by the County. In the event of nonconforming services, the County may at its discretion: a) waive the non-conformance; b) stop the work immediately; c) require the Contractor to bring the services into compliance at no additional cost to the County; and/or d) terminate the Contract and seek all remedies available in law and in equity. All warranties shall survive inspection, testing, acceptance, and use.
- 5.3. Damage to County Property. The Contractor shall provide all services so that no damage to any County buildings or property results. If damages occur, the Contractor shall at its sole expense, repair and replace the damage as approved by the County.

## **SECTION 6. INDEMNIFICATION**

- 6.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or anyone directly or indirectly employed by any of them, or anyone for whose acts, errors, or omissions for which any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.
- 6.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be restricted in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 6.3. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement, violation, or misappropriation of copyright, patent, trademark, or other proprietary rights of any third parties.

- 6.4. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of claim in writing within 14-days from the notice date and advise the County if the Contractor accepts or denies tender. The County may in its discretion withhold payment of any money due to Contractor until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to the County's requests for information. The County at all times reserves the right, but not the obligation, to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the County's prior written consent. The Contractor shall promptly advise the County of any known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions this section is a material breach.

## **SECTION 7. INSURANCE**

- 7.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged all insurance required in this Section 7 with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section 7, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 7.2. Commercial General Liability ("CGL"). The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$2 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
- 7.3. Automobile Liability. The Contractor will maintain automobile liability insurance as follows: The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$5 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$5 million. Coverage will include owned, hired and non-owned automobiles.
- 7.4. Professional Liability Errors and Omissions. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require Professional Services, Professional Liability Errors and Omissions coverage shall be provided for a minimum limit of \$1 million per claim and in the aggregate.
- 7.5. Pollution Liability to include Transfer Facilities/Transportation Modes/Disposal Facilities. The Contractor shall carry pollution errors and omissions liability not less than \$5 million each loss, \$5 million aggregate.
- 7.6. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as

an additional insured as provided in this Section 7, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- 7.7. Workers' Compensation and Employer Liability. The Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 7.8. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 7.9. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 7.10. Waiver of Subrogation. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- 7.11. Additional Insured, Endorsement, and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by the Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than 30-days' prior notice of termination, cancellation, nonrenewal, or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

- 7.12. No Limitation on Liability. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies

maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.

- 7.13. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

## **SECTION 8. NOTICE AND CONTRACT REPRESENTATIVES**

- 8.1. Any notices, demands, and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given 3-days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 8.2. Each party will designate a "Contract Representative". If the Contract Representative changes during the Contract, the Contractor shall verbally notify the County within twenty-four (24) hours and follow up in writing within five (5) business days of the date of change.

### County's Contract Representative

Name: Rick Gilbert  
Title: MRW Program Analyst  
Address: 614 Division Street, MS-27, Port Orchard, WA 98366  
Phone: 360.337.5692  
Email: rgilbert@co.kitsap.wa.us

### Contractor's Contract Representative

Name: Eric Orwoll  
Title: Account Manager  
Address: 26328 79th Avenue South, Kent, WA 98032  
Phone: 206.255.5737  
Email: Orwoll.Eric@cleanharbors.com

## **SECTION 9. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR**

- 9.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 9.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives. The Contractor shall notify the County in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor. Should the new owner not provide the services contracted for under this Contract, the Contractor shall notify the County in writing as soon as possible, and in no event later than three (3) business days after change in ownership.

- 9.3. Assignments. Neither party shall assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, any right, duty, obligation, or remedy under the Contract without the prior written consent of the other party.
- 9.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and their proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the furnishing of any service for this Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.
- 9.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County. The Contractor shall have complete responsibility and control over its Personnel. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay, or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

## **SECTION 10. OWNERSHIP, CONFIDENTIAL INFORMATION**

- 10.1. Ownership. Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the County for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property. Contractor hereby Assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this Contract. Contractor further agrees to execute any documents necessary for the County to perfect, memorialize, or record the County's ownership of rights provided herein.

For all Work Products delivered to the County that are not originated or prepared by Contractor or its subcontractors of any tier under this Contract, Contractor hereby grants to the County a non-exclusive perpetual license to use such Work Products for any County purposes.

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the County. Any subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the County's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor's contract with the County.

- 10.2. Confidential Information. The Contractor shall ensure all personal identifying information, financial information, and other confidential information made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in performance of the Contract (unless publicly available) is kept confidential and secured to prevent unauthorized access. In the event of unauthorized access or other security breach, the Contractor shall promptly notify the County and at its sole expense comply with all requirements of RCW 42.56.590 and RCW 19.255.010, if applicable. Upon Contract termination all confidential information shall be returned to the County or destroyed at the County's discretion.

## **SECTION 11. REPRESENTATIONS, RECORDS**

- 11.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 11.2. Licenses, Permits, and Taxes. The Contractor shall, at its own expense, obtain and maintain all licenses, registrations, permits, consents, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 11.3. Compliance. Contractor, its Personnel, and the services provided hereunder shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. This includes, but is not limited to, all transportation, environmental, health, and safety regulations. If required, Contractor and its Personnel shall submit to a background check as directed by the County.

The Contractor shall report to the County any spills or accidents including during transport within five (5) business days. The Contractor shall also notify the County in writing within five (5) business days of any change in the Contractor's or any subcontractor's Environmental or Safety Law permit, license or compliance status, including but not limited to any citation, notice of violation, administrative order, court order, judgment or other enforcement action by any regulatory entity or agency involving the Contractor or a subcontractor for violation of any Environmental or Safety Law. The Contractor is solely responsible for compliance. Nothing in the Contract, including the County's receipt, review, acceptance or approval of the Contractor's and subcontractor's permits, licenses, governmental approval or authorizations, insurance documentation, safety plans, other plans or other regulatory or compliance information, shall be construed to waive any rights of the County, nor shall the Contractor be relieved of any legal obligation, including but not limited to the obligation to provide a safe and healthful working environment.

- 11.4. Nondiscrimination. The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, as amended, in the performance of the Contract.
- 11.5. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). In the event that the County determines that records in the custody of the Contractor are needed for the County to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. If the Contractor considers any portion of any record, whether electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify



all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released to the requester unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records in compliance with the Act, this subsection or court order.

- 11.6. Advertising. The Contractor shall not advertise or use the name, trademark, or logo of the County, without the County's prior written consent.
- 11.7. Audit and Record Retention. The Contractor and its Personnel shall retain all records relating to performance of the Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County and made promptly available to the County, at no cost to the County.
- 11.8. The Contractor must agree at such time and in such form as the County may require, to furnish the County reasonable periodic reports and documents as it may request pertaining to the work or services undertaken pursuant to the Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by the Contract. The Contractor will maintain accounting records in accordance with accepted accounting principles and practices to substantiate all invoiced amounts.
- 11.9. The County may visit and view any of the offices, premises, facilities and vehicles of the Contractor's and the Contractor's subcontractors upon request and reasonable notice during the terms of the contract and any renewal.

## **SECTION 12. RIGHTS AND REMEDIES**

- 12.1. Failure to Perform. If the County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within 10-days, following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the satisfaction of the County.
- 12.2. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 12.3. Responsibility for Errors. All services shall be provided to the satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any services provided at no cost to the County. In the event of noncompliance, error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of services, even after acceptance by the County and the termination or expiration of the Contract.

- 12.4. Remedies. All County rights and remedies under the Contract are in addition to any other rights and remedies that may be available to the County at law and in equity.
- 12.5. Right of Off-Set; Reimbursement. The County shall be entitled to offset against any sums due the Contractor and reimbursement from the Contractor for any defects, damages, expenses, and any costs whatsoever incurred by the County due to the Contractor's nonconforming performance or failure to perform under the Contract.
- 12.6. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.
- 12.7. The County may, upon termination of the Contract, procure on terms and in the manner that it deems appropriate, services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring services in substitution for those due from the Contractor.

### **SECTION 13. GOVERNING LAW, DISPUTES**

- 13.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 13.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due will be decided by the County's Contract Representative. All decisions of the County's Contract Representative are considered final. Nothing herein prohibits either party from seeking judicial relief.

### **SECTION 14. PREVAILING WAGE**

Does Not Apply

### **SECTION 15. GENERAL PROVISIONS**

- 15.1. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract, if the delay or failure was due to any cause beyond that party's reasonable control including any act of God, government or state action, war, fire, civil commotion, insurrection, or industrial action of third parties.
- 15.2. Time of the Essence. Time is of the essence in the performance of Contract services.
- 15.3. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 15.4. Headings/Captions. Headings and captions are for convenience only and are not a part of the Contract and do not limit or amplify the terms and provisions hereof.
- 15.5. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.

- 15.6. No Third-Party Beneficiary. Except as noted in Attachment C, Specific Terms and Conditions, no provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.
- 15.7. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 15.8. Counterparts. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 15.9. Non-Exclusive Contract. The County may obtain the same services that are the subject of this Contract from another source or have its own employees perform the same or similar services contemplated by the Contract.
- 15.10. Survival. The provisions of this Contract that by their sense and purpose should survive termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Warranties, Acceptance), 6 (Indemnification), 7 (Insurance), 9 (Amendments, Subcontracts, and Independent Contractor), 10 (Ownership, Confidential Information), 12 (Rights and Remedies), 13 (Governing Law, Disputes), and 15 (General Provisions).
- 15.11. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements, oral or written, are hereby revoked and superseded by the Contract.
- 15.12. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this 9 day of JUNE, 2020

Dated this 22 day of JUNE, 2020

**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

*[Signature]*  
Signature

Marc McReynolds  
Print Name

Senior Vice President  
Title

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

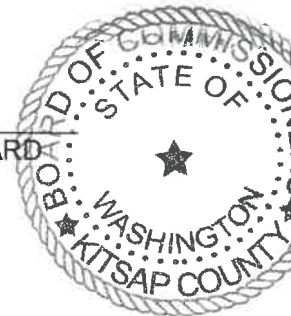
*[Signature]*  
CHARLOTTE GARRINO, CHAIR

*[Signature]*  
ROBERT GELDER, COMMISSIONER

*[Signature]*  
EDWARD E. WOLFE, COMMISSIONER

ATTEST:

*[Signature]*  
DANA DANIELS, CLERK OF THE BOARD



Approved as to form by the Prosecuting Attorney's Office

## ATTACHMENT A

### SCOPE OF WORK

#### General Information

The County operates a permanent Household Hazardous Waste Collection Facility for the collection and proper management of Household Hazardous Wastes (HHW) and Small Quantity Generator (SQG) hazardous wastes. Both waste streams are co-managed as moderate risk waste (MRW) in accordance with the Washington State Department of Ecology (Ecology) regulation Chapter 173-303 Washington Administrative Code (WAC) and applicable policies.

The HHW Collection Facility serves a residential population of approximately 260,000 and is open for operation Thursday-Saturday, 10:00 A.M. to 4:00 P.M. To service more residents in the north end of the County, periodic one-time, off-site Mobile Collection Event(s) are offered to collect limited household hazardous waste items. In addition, the HHW Collection Facility collects HHW from residents of Mason County under an Interlocal Agreement. The HHW Collection Facility is staffed and operated by County employees and regulated under a Solid Waste Handling Permit from the Kitsap Public Health District (KPHD) and Ecology under the permitting standards of WAC 173-350-360.

County employees perform the collection, segregation, consolidation, packing, and labeling of HHW and SQG wastes received at the HHW Collection Facility. Wastes are classified and packed in accordance with United States Department of Transportation (DOT) specifications. A qualitative system is used to identify hazard classes of unmarked or unknown chemicals, i.e. using simple dip and read methods such as pH, and potassium iodide starch for oxidizers.

#### Description of Services

The Contractor will provide Transportation and Management Services of Moderate Risk Waste from the Household Hazardous Waste Collection Facility, located at 5551 SW Imperial Way, Bremerton, Washington 98312 and for Mobile Collection Event Services at various Kitsap County locations, as determined and requested by the County. The requested services are for any waste stream that arrives at the HHW Collection Facility or during a Mobile Collection Event, with the exception of waste streams managed under other contracts or agreements, such as oil, antifreeze, and mercury-bearing lamps.

#### Fixed Facility Services

The Contractor responsibilities will include:

- Creating and reviewing shipping papers and loading and delivery of MRW from the HHW Collection Facility to a permitted hazardous waste Treatment, Storage, and Disposal Facility (TSDF). The TSDF(s) are to be specified by the Proposer as part of this proposal. Contractor shall provide a vehicle suitable to pick up the quantity of waste at the prescribed time and date. Flexibility in scheduling pick up days and times is preferred.
- Providing a point of contact that shall be available to the County by telephone during normal business hours 8:00 A.M. to 3:00 P.M. Pacific Standard Time, Monday through Friday for general contract services. For emergencies, a point of contact shall be available to the County by phone on a 24-hour basis.

- Properly managing all MRW in accordance with all applicable local, state and federal laws, regulations, and ordinances. For all waste that would be regulated hazardous waste if not for the household or CESQG exemptions [40 CFR § 261.4(b)(1)], all final disposal facilities shall be hazardous waste recycling facilities registered by EPA or state regulatory authorities, fully permitted hazardous waste TSDFs or RCRA Subtitle C landfills.
- For all TSCA-regulated PCB-containing waste, complying with all reporting and other requirements in state and federal regulations addressing PCB-containing materials.
- Supplying a 24-hour emergency response number on shipping papers in accordance with 49 CFR § 172.600-606.
- Keeping accurate and timely service documentation, including copies of manifests, TSDF records, and certificates of final disposal. Original signed copy of manifests must be received by the County within 45 days of date manifest shipped. Certificates of final disposition must be received by the County within six (6) months of the date the manifest shipped.
- Providing reference materials to assist the County in the classification, sorting, packing, and labeling of collected wastes.
- Providing periodic recommendations and guidance on alternative waste management techniques and options.
- Integrating a statewide paint stewardship collection service, as codified in RCW 70.375, if Kitsap County registers as a collection location. This may include dedicated pickups for program-covered paints, with transportation, recycling, and disposal provided free of charge to the County. The Contractor will be expected to enter and maintain contractual agreements with the applicable stewardship organization. ***If the Contractor is unable to enter into contractual agreements with the applicable stewardship organization, collection and transportation of paint would be excluded from the Scope of Work.***

### Mobile Collection Events

The Contractor responsibilities will include:

- Management of one-time, off-site Mobile Collection Event(s) (the Event), which may include the following site preparation, set-up, staffing and same-day removal and transportation of waste:
  - Delivery and set up of appropriate tarps, visqueen, tents, containers, and other items before the Event.
  - Working with the County to identify items collected and not collected during the Event.
  - Full operational duties during the Event, including routing vehicles inside the collection/unload area, unloading vehicles, and sorting and packing waste in accordance with in-house specifications and DOT hazardous waste regulations.
  - Loading of packaged waste into placarded Contractor-supplies vehicle(s) and removing off-site the same day.
  - Cleanup of collection site to the same condition as prior to the Event.

- The frequency and location of the Event shall be determined by the County. Scheduling of the Event shall be determined by the Contract Representatives for both parties.
- Creating and reviewing shipping papers, ensuring delivery of MRW from Event to appropriate permitted facilities. The Contractor shall provide a vehicle suitable to pick up the quantity of waste at the prescribed time and date of the Event.
- Providing a point of contact that shall be available to the County by telephone during normal business hours 8:00 A.M. to 3:00 P.M. Pacific Standard Time, Monday through Friday for general contract services.
- Properly managing all MRW in accordance with all applicable local, state and federal laws, regulations, and ordinances. For all waste that would be regulated hazardous waste if not for the household or CESQG exemptions [40 CFR § 261.4(b)(1)], all final disposal facilities shall be hazardous waste recycling facilities registered by EPA or state regulatory authorities, fully permitted hazardous waste TSDFs, or RCRA Subtitle C landfills.
- For all TSCA-regulated PCB-containing waste, complying with all reporting and other requirements in state and federal regulations addressing PCB-containing materials.
- Supplying a 24-hour emergency response number on shipping papers in accordance with 49 CFR § 172.600-606.
- Keeping accurate and timely service documentation, including copies of manifests, TSDF records, and certificates of final disposal. Original signed copy of manifests must be received by the County within 45 days of date manifest shipped. Certificates of final disposition must be received by the County within six (6) months of the date the manifest shipped.
- Accepting paint that falls under a statewide paint stewardship program, as codified in RCW 70.375, if Kitsap County registers as a collection option. These paints would be collected and recycled/disposed of at no cost to the County. The Contractor will be expected to enter and maintain contractual agreements with the applicable stewardship organization. ***If the Contractor is unable to enter into contractual agreements with the applicable stewardship organization, collection and transportation of paint would be excluded from the Scope of Work.***

#### Other Services as Required

The Contractor responsibilities will include the following, when required, on request by the County:

- Assistance in identifying and classifying unknown wastes received at the HHW Collection Facility. This service may be necessary when the County has a surplus of wastes requiring identification, or when a waste cannot be identified by methods available to the County.
- Assistance in packing wastes received at the HHW Collection Facility. This service may be necessary when the County has a surplus of wastes requiring packing. This may include work on weekends or after-hours.
- Supplies, such as pre-printed manifests for shipment, waste identification markings and replacement packaging materials such as 55-gallon drums, overpacks, etc. Assistance with the preparation of the manifest as well as printing the final manifest and new shipping markings as needed.

## Optional Services

The Contractor responsibilities will include the following, on request by the County:

- Mobilization of a "Less Than Truckload" (LTL) or other truck to a Kitsap County location. Staffing HHW collections at fixed site(s). Collect material from the public, package in accordance with DOT and contractor specifications, and ship off-site the same day. This service would occur on a regular schedule, year-round.
- Assistance with training of County employees in the areas of packing, labeling, and shipping requirements and procedures for MRW; identification of wastes; health and safety issues; and hazardous waste regulations. This could include "HAZWOPER" refresher training and DOT refresher training.
- Assistance with site plan, policies, or operational procedure development.

The Contractor requests advance notice of two (2) weeks to provide these services, although shorter lead times may be available on a case-by-case basis. The Contractor will provide these services using Contractor materials and PPE.

## Other Services

- The Contractor will develop an individualized, site-specific health and safety plan for services under this Contract.
- As required by the DOT HM-232 final rule, the Contractor has an approved hazardous materials security plan in place and have trained all personnel in its implementation.

## Employee Training Assistance

- The Contractor can provide expert assistance in Household Hazardous Waste handling, packaging, and other aspects of management.
- The Contractor can also provide regulatory training to meet all DOT, OSHA and EPA requirements through TCB Industrial. TCB Industrial has been providing training and temporary highly trained labor in the environmental industry for over 23 years.

## Technical Assistance Services

The primary point of contact for technical advice is the Contractor's Contract Representative (Account Manager). The Account Manager can provide many types of assistance such as assisting with a packing determination, choosing an appropriate shipping name, preparing site plans and procedures and providing practical training on all these items.

- Assistance with more complex technical matters is available from the Contractor's Technical Services group. This group has extensive knowledge of chemical compatibilities and packaging requirements. The Technical Services group can provide valuable advice on the proper methods of dealing with highly hazardous or unusual chemical compounds.
- Health and Safety related assistance is available from the Contractor's regional Health and Safety officer as well as the corporate Health and Safety group. These individuals can review site plans, provide advice on moderating the risk of specific operations, and provide feedback on process improvements.

## Documentation and Reporting

- ***Waste Profile Management System***

The Contractor's profile system provides for automated manifest and label preparation. The system also contains customized information on handling procedures to ensure conformance with customer restrictions, specifications and preferences.

### Non-conforming Waste

Waste material shall be considered non-conforming if: (1) the waste materials are not properly packaged or labeled; or (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile, and such constituents, characteristics or properties increase the cost to the Contractor or increase the risk of hazard to human health or the environment from the handling, transportation, storage or disposal of such materials; or (3) the designated disposal facility is not designed or permitted to dispose of waste materials with such undisclosed constituents, characteristics or properties.

### Procedures for Handling "Off-Specs"

Waste that has been shipped to the Contractor's facility and deemed non-conforming is immediately reported through plant management to the Contractor's Account Manager and the Central Billing Department, who is responsible for generating and distributing daily off-spec notification reports. The Account Manager will promptly contact the County's Contract Representative to provide all available information on the non-conforming waste. The Account Manager is chartered with the overall responsibility of information dissemination, troubleshooting, communicating alternative disposal methods/facilities and negotiating any applicable changes in the contract pricing. "Off-spec" wastes with established surcharge schedules and values will be automatically billed upon receipt of the waste, assuming the waste is compliant in all other regards.

### Profile Recertification Process

Once established, a waste profile is valid for a period of one (1) year. A one-page recertification notification form for each approved waste stream is sent out 90 days in advance of expiration. Upon receipt of the notice, the County will complete the form, indicating that the nature of the waste stream has not materially changed. Under normal circumstances, no additional sampling or analytical testing is required at many of the Contractor's facilities as part of the recertification process. If there is a material change in a stream, the County will work with the Contractor's Account Manager to establish a profile and terms and conditions for the new waste.

- ***Preparation of Shipping Papers***

The Contractor will prepare all shipping paperwork in accordance with all federal, state and local regulations, including manifests, Land Disposal Restriction notification forms, and packing lists. The Contractor can provide pre-printed labels that meet all DOT regulatory requirements. The Contractor's labels and manifests are computer generated, effectively creating clearly legible and virtually error-free markings in accordance with DOT regulations.



When requested, the Contractor will provide a twenty-four (24) hour emergency contact number for the shipment of hazardous wastes, required by 49 Code of Federal Regulations, Section 172.604.

- ***Waste Tracking***

The Contractor has an automated program that tracks all waste from point of generation through any transfer facility to the ultimate TSD facility. The Contractor's Waste Information Network system (WINS) uses bar-coded scanning to accurately track waste as it travels from pick-up to final disposal. All manifests are centrally received in the Contractor's system; the transaction assigns the bar code tracking numbers to each load and establishes a record of the shipment in the WINS database.

When waste arrives at the TSDF, a compliance check is done on all paperwork (manifests, Bills of Lading, LDR's, TSCA sheets, etc.). When complete, the manifest is received and dated and dated in the system and a receiving document and bar code labels are printed.

The receiving team performs quality control audits the load. Any required screening tests are performed, and samples are taken when required and sent to the lab. Bar code labels are then applied to the containers.

The lab will run all required analytics based on the Contractor's Waste Class Code (WCC). Lab results and the final waste class code is entered into the system. Waste will not be processed until it is final coded.

Containers are moved from the receiving area to process areas or placed in storage. Process schedules and inventory reports are run daily. Prior to waste being processed, all drums are reviewed for compliance with customers' restrictions. When waste is processed, the activity is recorded via bar code and entered by waste tracking. If waste is being transferred off site, the bar code is tracked to the outgoing manifest number and TSDF.

The Contractor can provide tracking reports on a quarterly or annual basis. These tracking reports are a comprehensive summary of all waste shipped from a generator or customer to the Contractor's TSDFs, including the incoming manifest information, a description of each container on that manifest, and information on the ultimate disposition of that waste including the final disposal site, the manifest it was shipped on, and the disposal technology that was used.

- ***Certificates of Disposal***

The Contractor is required to complete Certificates of Disposal for TSCA wastes within thirty (30) days of the waste being processed. The TSCA Certificates of Disposal are automatically generated and copies of the certificates will be mailed to the County within thirty (30) days of the waste being processed. At times, it may be more than six (6) months from the date of the original manifest to receive a TSCA Certificate of Disposal since each TSDF legally has up to one (1) year to process or transfer the waste.

The Contractor can also automatically generate Certificates of Disposal for non-TSCA waste once all the waste on the original manifest has been processed. Copies of the certificates will be mailed to the County. At times, it may take more than six (6) months from the date of the original manifest to receive a non-TSCA Certificate of Disposal on Final Processing, since each TSDF legally has up to one (1) year to process or transfer the waste.

Certificates of Disposal can be viewed, printed, and downloaded through the Contractor's Online Services.

### Online Services

The Contractor's Online Services will be available for use by the County during the term of the Contract. There is no software to download. The service is free of charge and available twenty-four hours a day, seven days a week. Using the Online Services tools, the County can create, submit, edit, and view waste profiles online. County personnel will have the ability to copy pre-populated "template" profiles for many common, non-variable waste streams.

All manifests, field worksheets, weight tickets, and other related documents associated with every job managed by the Contractor are scanned into a Document Imaging and Retrieval System. Scanned images are indexed for viewing, updating, and linking to waste tracking reports. Anytime the County needs a copy of a weight ticket, signed manifest and/or bill of lading, one can be downloaded and printed, saved, and/or e-mailed.

Using the Online Services, County personnel will also be able to electronically create and track drums, lab packs, and containers of any size (including roll offs). When ready for shipment, the data is submitted electronically directly to Contractor's Logistics Coordinator. County personnel will also be able to print their own drum labels / markings and shipping documents (e.g. manifests, bills of lading, etc.).

### Additional Information

- The Contractor does not require the use of specific brands or types of shipment materials and forms. The only requirement would be that the packing materials, paperwork, and labels meet all federal, state and local requirements. In rare instances, some highly reactive compounds or other materials may require a specific packaging by the end disposal facility. Specific packaging criteria for such wastes will be provided to the County upon contract award.
- The Contractor understands the requirement to have Contractor drivers load and secure materials after being placed in the vehicle by County personnel. It is the Contractor's standard operating procedure for Contractor staff to segregate, arrange, and secure all loads on Contractor vehicles.
- The Contractor's personnel and vehicles will be equipped to respond to spills that occur at the County facility while loading materials into Contractor vehicles. In addition to the standard small spill response items stocked onto all Contractor hazardous waste transportation vehicles, the Contractor has an entire service line dedicated to providing emergency response services and all Contractor field personnel are 40-hour trained and capable of responding to incidental spill that may occur during loading.
- All proposed waste streams are coded with the Contractor's Waste Classification Codes (WCC), which define the specifications for drummed, containerized and bulked wastes. Wastes that are received not conforming to the specifications associated with the waste stream/profile may be subject to additional costs.
- Profiles must be approved prior to scheduling waste shipments.

- Standard disposal conversions (as a percent of 55-gallon drum prices) apply to containers other than 5-gallon drums: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
- The Contractor requires free and easy access to each pickup site. Drums/containers must be in DOT shippable condition.

## ATTACHMENT B COMPENSATION

Payment amount and schedule is set forth below.

**TABLE A: WASTE PRICE LIST**

Provide "Proposed Unit Price" for management of each waste type listed below. Vendors may provide a "Proposed Management" method if different than the "Preferred Management" method listed below. **PLEASE NOTE:** Transportation costs **MUST** be factored into the price of each item below.

Item Description	Preferred Management	Proposed Management (if different)	Estimated Annual Qty	Proposed Unit Price	Total Cost
<b>Acids (Liquid and Solid)</b>					
55-gallon drum lab packed	Treat-POTW	RCRA Incineration	65	\$ 188.00	\$ 12,220.00
5-gallon drum lab packed	Treat-POTW	RCRA Incineration	1	\$ 57.00	\$ 57.00
10-gallon drum lab packed	Treat-POTW	RCRA Incineration	1	\$ 113.00	\$ 113.00
55-gallon drum bulk	Treat-POTW	Treat-POTW	1	\$ 232.00	\$ 232.00
Glacial Acetic acid - 5-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	1	\$ 57.00	\$ 57.00
Glacial Acetic acid - 10-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	1	\$ 113.00	\$ 113.00
Hydrofluoric acid - 5-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	1	\$ 57.00	\$ 57.00
Hydrofluoric acid - 10-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	1	\$ 113.00	\$ 113.00
<b>Aerosols - Paint and Paint Related</b>					
55-gallon drum loosepack	Energy Recovery	RCRA Incineration	1	\$ 178.00	\$ 178.00
cubic yard box	Energy Recovery	RCRA Incineration	35	\$ 630.00	\$ 22,050.00
<b>Aerosols - Pesticide, Corrosive and Chlorinated</b>					
55-gallon drum loosepack	Incinerate	RCRA Incineration	45	\$ 178.00	\$ 8,010.00
cubic yard box	Incinerate	RCRA Incineration	1	\$ 630.00	\$ 630.00
<b>Alkaline Batteries</b>					
55-gallon drum loosepack	Recycle	Landfill	55	\$ 105.00	\$ 5,775.00
<b>Used Motor Oil with non-PCB Chlorinated Liquids (e.g. methylene chloride)</b>					
55-gallon drum bulk	Incineration or Energy Recovery		1	\$ 163.00	\$ 163.00
350-gallon tank	Incineration or Energy Recovery		1	\$ 991.00	\$ 991.00
<b>Used Motor Oil with PCB's</b>					
55-gallon drum	TSCA Incinerate		1	\$ 442.00	\$ 442.00
350-gallon tank	TSCA Incinerate		1	\$ 2,749.00	\$ 2,749.00
<b>Carbon Zinc Batteries</b>					
55-gallon drum loosepack	Landfill	Landfill	10	\$ 105.00	\$ 1,050.00
<b>Alkaline (liquid and solids)</b>					
55-gallon drum lab pack	Treat-POTW	RCRA Incineration	70	\$ 188.00	\$ 13,160.00
5-gallon drum lab pack	Treat-POTW	RCRA Incineration	1	\$ 57.00	\$ 57.00
10-gallon drum lab pack	Treat-POTW	RCRA Incineration	1	\$ 113.00	\$ 113.00
55-gallon drum bulk	Treat-POTW		1	\$ 232.00	\$ 232.00
<b>Compressed Gas Flammable Cylinders, under 1.5 liters (camp fuel, propane, butane, inert gas)</b>					
55-gallon drum loosepack	Energy Recovery	Rate for up to 90 cylinders	15	\$ 277.00	\$ 4,155.00
<b>Flammable Solids-4.1</b>					
55-gallon drum loosepack	Energy Recovery	RCRA Incineration	5	\$ 199.00	\$ 995.00
<b>Reactives (4.2, 4.3)</b>					
55-gallon drum lab pack	Incinerate		1	\$ 883.00	\$ 883.00
5-gallon drum labpack	Incinerate		1	\$ 265.00	\$ 265.00
10-gallon drum labpack	Incinerate		5	\$ 530.00	\$ 2,650.00
<b>Oxidizers</b>					
55-gallon drum labpack	Treat-POTW or Incinerate		40	\$ 199.00	\$ 7,960.00
5-gallon drum labpack	Treat-POTW or Incinerate		8	\$ 60.00	\$ 480.00
10-gallon drum labpack	Treat-POTW or Incinerate		30	\$ 119.00	\$ 3,570.00
55-gallon drum bulk	Treat-POTW or Incinerate		1	\$ 242.00	\$ 242.00
<b>Organic Peroxides</b>					
5-gallon drum labpack	Incinerate	At 30 lbs per 5-gallon drum	1	\$ 162.00	\$ 162.00
10-gallon drum labpack	Incinerate	At 40 lbs per 10-gallon drum	1	\$ 323.00	\$ 323.00
<b>Latex Paint - "Good"</b>					
55-gallon drum loosepack	Recycle		1	\$ 188.00	\$ 188.00
Cubic Yard box loosepack	Recycle		1	\$ 580.00	\$ 580.00

**TABLE A: WASTE PRICE LIST**

Provide "Proposed Unit Price" for management of each waste type listed below. Vendors may provide a "Proposed Management" method if different than the "Preferred Management" method listed below. **PLEASE NOTE:** Transportation costs **MUST** be factored into the price of each item below.

Item Description	Preferred Management	Proposed Management (if different)	Estimated Annual Qty	Proposed Unit Price	Total Cost
<b>Latex Paint - "Bad"</b>					
55-gallon drum loosepack	Beneficial Reuse or Landfill		1	\$ 105.00	\$ 105.00
Cubic Yard box loosepack	Beneficial Reuse or Landfill		1	\$ 374.00	\$ 374.00
55-gallon drum bulk	Beneficial Reuse or Landfill		430	\$ 105.00	\$ 45,150.00
<b>Oil Based Paint/Paint Related Material</b>					
55-gallon drum loosepack	Energy Recovery	and/or Fuels Incineration	600	\$ 136.00	\$ 81,600.00
Cubic Yard box loosepack	Energy Recovery	and/or Fuels Incineration	100	\$ 397.00	\$ 39,700.00
55-gallon drum bulk	Energy Recovery	and/or Fuels Incineration	1	\$ 172.00	\$ 172.00
<b>Non-Chlorinated Mixed Flammable Liquids (gasoline, paint thinner, solvents, etc)</b>					
55-gallon drum loosepack	Energy Recovery	and/or Fuels Incineration	1	\$ 148.00	\$ 148.00
55-gallon drum bulk	Energy Recovery	and/or Fuels Incineration	285	\$ 76.00	\$ 21,660.00
<b>Pesticide Solids</b>					
55-gallon drum loosepack	Incinerate		75	\$ 199.00	\$ 14,925.00
5-gallon drum loosepack	Incinerate		1	\$ 60.00	\$ 60.00
10-gallon drum loosepack	Incinerate		1	\$ 119.00	\$ 119.00
Cubic Yard box loosepack	Incinerate		1	\$ 703.00	\$ 703.00
<b>Pesticide/Chlorinated Liquids</b>					
55-gallon drum labpack	Incinerate		225	\$ 199.00	\$ 44,775.00
5-gallon drum labpack	Incinerate		1	\$ 60.00	\$ 60.00
10-gallon drum labpack	Incinerate		1	\$ 119.00	\$ 119.00
<b>PCB Light Ballasts, non-leaking</b>					
55-gallon drum loosepack	Hazardous Waste Landfill		1	\$ 143.00	\$ 143.00
55-gallon drum loosepack	Recycle/Incinerate		1	\$ 385.00	\$ 385.00
5-gallon drum loosepack	Hazardous Waste Landfill		1	\$ 49.00	\$ 49.00
5-gallon drum loosepack	Recycle/Incinerate		1	\$ 116.00	\$ 116.00
<b>PCB Light Ballasts, leaking</b>					
55-gallon drum loosepack	TSCA Incineration		1	\$ 404.00	\$ 404.00
5-gallon drum loosepack	TSCA Incineration		1	\$ 122.00	\$ 122.00
<b>PCB Liquids &gt;50 ppm</b>					
55-gallon drum bulk	TSCA Incineration		1	\$ 442.00	\$ 442.00
5-gallon drum loosepack	TSCA Incineration		1	\$ 133.00	\$ 133.00
<b>Elemental Mercury</b>					
5-gallon drum loosepack	Retort	Retirement	1	\$ 684.00	\$ 684.00
<b>Mercury Debris</b>					
5-gallon drum loosepack	Retort		1	\$ 423.00	\$ 423.00
10-gallon drum loosepack	Retort		5	\$ 845.00	\$ 4,225.00
55-gallon drum loosepack	Retort		1	\$ 1,409.00	\$ 1,409.00
<b>Mercury Compounds</b>					
5-gallon drum loosepack	Retort		1	\$ 475.00	\$ 475.00
10-gallon drum loosepack	Retort		1	\$ 950.00	\$ 950.00
<b>Lithium Batteries</b>					
5-gallon drum loosepack	Recycle or Incinerate		1	\$ 209.00	\$ 209.00
55-gallon drum loosepack	Recycle or Incinerate	At 500 lbs per 55-gallon drum; Rate is \$0.50/lb	2	\$ 277.00	\$ 554.00
<b>Non-RCRA Liquids (oily water, WT02 coolants, etc)</b>					
55-gallon drum, bulk	Treat/POTW		20	\$ 138.00	\$ 2,760.00
<b>Non-RCRA Solids (contaminated soils, debris, etc.)</b>					
55-gallon drum, bulk	Stabilize/Landfill		5	\$ 105.00	\$ 525.00
Cubic Yard box	Stabilize/Landfill		1	\$ 374.00	\$ 374.00
				<b>Subtotal</b>	<b>\$ 355,067.00</b>

If a new waste stream arrives that is not listed in the Waste Price List and is not covered under another contract, the contract representatives will negotiate a fair and reasonable price without the need for a contract amendment, provided that the new waste stream will be incorporated into the updated Waste Price List in any future amendment.

**ADDITIONAL WASTE STREAMS AND ALTERNATIVE PACKING AND/OR MANAGEMENT METHODS**

Provide "Proposed Unit Price" for management of each waste type listed below. Vendors may provide a "Proposed Management" method if different than the "Preferred Management" method listed below. **PLEASE NOTE:** Transportation costs **MUST** be factored into the price of each item below.

Item Description	Preferred Management	Proposed Management (If different)	Estimated Annual Qty	Proposed Unit Price	Total Cost
<b>Marine Flares - must be packed in 5 gallon pails, submerged in water with no more than 3 gallons of water</b>					
5-gallon drum		RCRA Incineration	1	\$ 4,164.00	\$ 4,164.00
<b>Pharmaceuticals / Medications - rate is per pound; minimum \$70.00 charge per 5-gallon pail</b>					
5-gallon pail		RCRA Incineration	1	\$ 1.53	\$ 1.53
<b>Lighters</b>					
5-gallon drum loosepack	Incinerate		1	\$ 162.00	\$ 162.00
<b>Fire Extinguishers</b>					
Per Item	Stabilize/Landfill	Each Lecture	10	\$ 28.00	\$ 280.00
<b>Formalin With Animal Tissue</b>					
55-gallon drum	Incinerate		1	\$ 277.00	\$ 277.00
				<b>Subtotal</b>	<b>\$ 4,884.53</b>

**TABLE B: SUPPLIES PRICE LIST**

Provide "Proposed Unit Price" for each supply item listed below. **PLEASE NOTE:** Transportation costs **MUST** be factored into the price of each item below.

Supplies	Estimated Annual Qty	Proposed Unit Price	Total Cost
<b>Empty Drums - Reconditioned</b>			
55-gallon metal 1A1	300	\$ 56.00	\$ 16,800.00
55-gallon metal 1A2	1,750	\$ 54.00	\$ 94,500.00
30-gallon metal 1A1	1	\$ 46.00	\$ 46.00
30-gallon metal 1A2	1	\$ 50.00	\$ 50.00
85-gallon metal overpack	5	\$ 172.00	\$ 860.00
85-gallon plastic overpack	1	\$ 193.00	\$ 193.00
<b>Empty Drums - New</b>			
55-gallon metal 1A1	1	\$ 59.00	\$ 59.00
55-gallon metal 1A2	1	\$ 69.00	\$ 69.00
30-gallon metal 1A1	1	\$ 63.00	\$ 63.00
30-gallon metal 1A2	1	\$ 68.00	\$ 68.00
10-gallon plastic 1H2	1	\$ 47.00	\$ 47.00
5-gallon plastic 1H2	1	\$ 16.00	\$ 16.00
85-gallon metal overpack	1	\$ 172.00	\$ 172.00
85-gallon plastic overpack	1	\$ 193.00	\$ 193.00
<b>Pre-printed shipping papers (non-hazardous waste manifest, e.g.)</b>			
Shipping markings/labels, per delivery	80	\$ -	\$ -
DOT hazard class labels, per roll	1	\$ -	\$ -
Plastic Tote, Cubic Yard (Flex BIN w/ Liner)	135	\$ 41.00	\$ 5,535.00
Gaylord Box, DOT Spec, Cubic Yard	5	\$ 68.00	\$ 340.00
		<b>Subtotal</b>	<b>\$ 119,011.00</b>

**TABLE C: SERVICES PRICE LIST**

Provide "Proposed Unit Price" for each service listed below, if available, to each service item listed below.

Services <i>(Must be staffed by 24 or 40 hr. HAZWOPER personnel, certified and current)</i>		Proposed Unit Price
<b>Certificates of Treatment</b>		
Per Shipment, no final CD's	No Charge	\$ -
<b>Certificates of Disposal</b>		
Per Shipment, with final CD's	No Charge	\$ -
<b>HHW Facility Haz-cattng and/or consulting</b>		
Per Hour	Chemist	\$ 52.00
Travel	Per hour portal to portal	\$ 34.00
<b>HHW Facility extra help (including weekends)</b>		
Per Hour	Technician	\$ 52.00
Travel	Per hour portal to portal	\$ 34.00
<b>One Day HHW mobile collection event, mobilization and staffing (assumption: 300-400 vehicle event). Supply a new price list if mobile costs for waste and supplies differs from fixed facility costs in Tables A and B.</b>		
Site Chemist/Specialist, per hour		\$ 52.00
Technician, per hour		\$ 40.00
Site Supervisor, per hour		\$ 52.00
Travel, hours		\$ 34.00
Transportation for setup		\$ -
Transportation for waste hauling		\$ 287.00
<b>LTL Dispatch, staffing and transportation of periodic 1-day mobile collection at fixed "permanent" site</b>		
Site Chemist/Specialist, per hour		\$ 52.00
Technician, per hour		\$ 40.00
Transportation for waste hauling		\$ 287.00
<b>Training (on site, include travel costs)</b>		
HAZWOPER 8-hour refresher	rate per person for HHW Staff only	Cost + 15%
DOT	rate per person	\$ 496.00
<b>Consulting (for policy, operations, safety and health, facility design, etc.)</b>		
Per hour	No Charge	\$ -

Other Fees and Pricing Information

- All manifests and labels will be furnished by the Contractor at no charge.
- Lab Pack rates do not include explosive or potentially explosive, radioactive, temperature sensitive or infectious materials. The Contractor 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. The Contractors will provide separate quotations for any potential high-hazard work (i.e. peroxidized ethers, explosives, cylinders, etc.) upon request.
- All pricing is based on the Contractor's ability to utilize their approved network of audited TSDF's. If the number of sites approved by the County is reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced economies of scale.
- All transportation rates are based on utilization of the Contractor's transportation equipment or Contractor-approved transporters.

- Drum Shipment Demurrage Schedule. Demurrage will not be charged for pickup of waste up to and including 1-hour loading time. After the 1-hour loading time, the demurrage rate of \$90.00 per hour applies.
- On June 30, 2018 the EPA activated the E-Manifest system. The EPA will charge the receiving TSDf a fee per manifest. To cover the cost of the E-Manifest, the Contractor will charge \$20.00 per manifest on every invoice.
- Energy and Security Recovery Fee: The Contractor will charge the County an Energy Recovery Fee of 0% if the monthly average diesel price from the United States Department of Energy (<https://www.eia.gov/petroleum/gasdiesel/>) remains at or below \$3.20 per gallon. If the monthly average diesel prices exceed \$3.20 per gallon, an additional 0.5% Energy Recovery Fee will be applied for each \$0.10 increase in diesel cost above \$3.20 per gallon. The additional energy fee, if applicable, will be applied to the entire invoice amount and will be broken out as a separate line item. The monthly average diesel price utilized to determine the charge for the Energy Recovery Fee will be set on the first Wednesday of each month based on data from the United States Department of Energy.

<b>Diesel Price Range</b>	<b>Discounted Recovery Fee</b>
3.01-3.10	0.0%
3.11-3.20	0.0%
3.21-3.30	0.5%
3.31-3.40	1.0%
3.41-3.50	1.5%
3.51-3.60	2.0%
3.61-3.70	2.5%
3.71-3.80	3.0%
3.81-3.90	3.5%
3.91-4.00	4.0%
4.01-4.10	4.5%
4.11-4.20	5.0%
4.21-4.30	5.5%
4.31-4.40	6.0%
4.41-4.50	6.5%
4.51-4.60	7.0%
4.61-4.70	7.5%
4.71-4.80	8.0%
4.81-4.90	8.5%
4.91-5.00	9.0%



## ATTACHMENT C

### SPECIFIC TERMS AND CONDITIONS

The State of Washington shall be named as an express third-party beneficiary in final contract language. No other parties shall be named as third party beneficiaries.

The Contractor will be encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated pursuant to execution of the contract. The Contractor is encouraged to take the following actions, when possible, in any procurement initiated after the effective date of the Contract:

- a. Include qualified minority and women-owned businesses on solicitation lists whenever they are potential sources of good or services.
- b. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women- owned businesses.
- c. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women-owned businesses.
- d. Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate.

#### Insurance

The Contractor provides errors and omissions coverage as part of the Contractors Pollution Liability.

**CONTRACT NO. KC-123-20-A**  
**Contract Amendment for Services**

This Contract Amendment is made and entered into between Kitsap County, a Washington State political subdivision, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "County", and Clean Harbor Environmental Services, Inc., a corporation, having its principal office at 26328 79th Avenue South, Kent, Washington 98032, hereinafter "Contractor."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-123-20, and executed on June 22, 2020, shall be amended as follows:

1. This Contract Amendment will become effective on July 1, 2021 and expire on June 30, 2022, with three (3) annual renewal option remaining on the original contract term. In no event will the Contract Amendment become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.
2. A description of the compensation to be paid to the Contractor under this Amendment is set forth in Attachment A: Compensation, which is attached to this Contract Amendment and incorporated by this reference.
3. The total amount payable under this Contract Amendment by the County to the Contractor in no event will exceed total compensation of \$500,000.00 annually, unless a Contract Amendment has been negotiated and executed prior to the County incurring any costs in excess of the maximum payable amount. This increases the total compensation under this contract to an amount not to exceed \$1,000,000.00.
4. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, Washington 98366.
5. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the parties.

Dated this 5 day of May, 2021

Dated this 24 day of MAY, 2021

**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

*Paul*  
Signature

*Robert Gelder*  
ROBERT GELDER, CHAIR

Paul Van Der Bosch  
Print Name

*E. E. Wolfe*  
EDWARD E. WOLFE, COMMISSIONER

Vice President  
Title

*Charlotte Garrido*  
CHARLOTTE GARRIDO, COMMISSIONER

ATTEST:

*Dana Daniels*  
DANA DANIELS, CLERK OF THE BOARD



Approved as to form by the Prosecuting Attorney's Office

**ATTACHMENT A**  
**COMPENSATION**

Payment amount and schedule is set forth below.

Item Description	Preferred Management	Proposed Management (If different)	Proposed Unit Price
<b>Acids (Liquid and Solid)</b>			
55-gallon drum lab packed	Treat-POTW	RCRA Incineration	\$191.01
5-gallon drum lab packed	Treat-POTW	RCRA Incineration	\$57.91
10-gallon drum lab packed	Treat-POTW	RCRA Incineration	\$114.81
55-gallon drum bulk	Treat-POTW	Treat-POTW	\$235.71
Glacial Acetic acid - 5-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$57.91
Glacial Acetic acid - 10-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$114.81
Hydrofluoric acid - 5-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$57.91
Hydrofluoric acid - 10-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$114.81
<b>Aerosols - Paint and Paint Related</b>			
55-gallon drum loosepack	Energy Recovery	RCRA Incineration	\$180.85
cubic yard box	Energy Recovery	RCRA Incineration	\$640.08
<b>Aerosols - Pesticide, Corrosive and Chlorinated</b>			
55-gallon drum loosepack	Incinerate	RCRA Incineration	\$180.85
cubic yard box	Incinerate	RCRA Incineration	\$640.08
<b>Alkaline Batteries</b>			
55-gallon drum loosepack	Recycle	Landfill	\$106.68
<b>Used Motor Oil with non-PCB Chlorinated Liquids (e.g. methylene chloride)</b>			
55-gallon drum bulk	Incineration or Energy Recovery		\$165.61
350-gallon tank	Incineration or Energy Recovery		\$1,006.86
<b>Used Motor Oil with PCB's</b>			
55-gallon drum	TSCA Incinerate		\$449.07
350-gallon tank	TSCA Incinerate		\$2,792.98
<b>Carbon Zinc Batteries</b>			
55-gallon drum loosepack	Landfill	Landfill	\$106.68
<b>Alkaline (liquid and solids)</b>			
55-gallon drum lab pack	Treat-POTW	RCRA Incineration	\$191.01
5-gallon drum lab pack	Treat-POTW	RCRA Incineration	\$57.91
10-gallon drum lab pack	Treat-POTW	RCRA Incineration	\$114.81
55-gallon drum bulk	Treat-POTW		\$235.71
<b>Compressed Gas Flammable Cylinders, under 1.5 liters (camp fuel, propane, butane, inert gas)</b>			
55-gallon drum loosepack	Energy Recovery	Rate for up to 90 cylinders	\$281.43
<b>Flammable Solids-4.1</b>			
55-gallon drum loosepack	Energy Recovery	RCRA Incineration	\$202.18
<b>Reactives (4.2, 4.3)</b>			
55-gallon drum lab pack	Incinerate		\$897.13
5-gallon drum labpack	Incinerate		\$269.24
10-gallon drum labpack	Incinerate		\$538.48
<b>Oxidizers</b>			
55-gallon drum labpack	Treat-POTW or Incinerate		\$202.18
5-gallon drum labpack	Treat-POTW or Incinerate		\$60.96
10-gallon drum labpack	Treat-POTW or Incinerate		\$120.90
55-gallon drum bulk	Treat-POTW or Incinerate		\$245.87
<b>Organic Peroxides</b>			
5-gallon drum labpack	Incinerate	At 30 lbs. per 5-gallon drum	\$164.59
10-gallon drum labpack	Incinerate	At 40 lbs. per 10-gallon drum	\$328.17

Item Description	Preferred Management	Proposed Management (If different)	Proposed Unit Price
<b>Latex Paint - "Good"</b>			
55-gallon drum loosepack	Recycle		\$191.01
Cubic Yard box loosepack	Recycle		\$589.28
<b>Latex Paint - "Bad"</b>			
55-gallon drum loosepack	Beneficial Reuse or Landfill		\$106.68
Cubic Yard box loosepack	Beneficial Reuse or Landfill		\$379.98
55-gallon drum bulk	Beneficial Reuse or Landfill		\$106.68
<b>Oil Based Paint/Paint Related Material</b>			
55-gallon drum loosepack	Energy Recovery	and/or Fuels Incineration	\$138.18
Cubic Yard box loosepack	Energy Recovery	and/or Fuels Incineration	\$403.35
55-gallon drum bulk	Energy Recovery	and/or Fuels Incineration	\$174.75
<b>Non-Chlorinated Mixed Flammable Liquids (gasoline, paint thinner, solvents, etc.)</b>			
55-gallon drum loosepack	Energy Recovery	and/or Fuels Incineration	\$150.37
55-gallon drum bulk	Energy Recovery	and/or Fuels Incineration	\$77.22
<b>Pesticide Solids</b>			
55-gallon drum loosepack	Incinerate		\$202.18
5-gallon drum loosepack	Incinerate		\$60.96
10-gallon drum loosepack	Incinerate		\$120.90
Cubic Yard box loosepack	Incinerate		\$714.25
<b>Pesticide/Chlorinated Liquids</b>			
55-gallon drum labpack	Incinerate		\$202.18
5-gallon drum labpack	Incinerate		\$60.96
10-gallon drum labpack	Incinerate		\$120.90
<b>PCB Light Ballasts, non-leaking</b>			
55-gallon drum loosepack	Hazardous Waste Landfill		\$145.29
55-gallon drum loosepack	Recycle/Incinerate		\$391.16
5-gallon drum loosepack	Hazardous Waste Landfill		\$49.78
5-gallon drum loosepack	Recycle/Incinerate		\$117.86
<b>PCB Light Ballasts, leaking</b>			
55-gallon drum loosepack	TSCA Incineration		\$410.46
5-gallon drum loosepack	TSCA Incineration		\$123.95
<b>PCB Liquids &gt;50 ppm</b>			
55-gallon drum bulk	TSCA Incineration		\$449.07
5-gallon drum loosepack	TSCA Incineration		\$135.13
<b>Elemental Mercury</b>			
5-gallon drum loosepack	Retort	Retirement	\$694.94
<b>Mercury Debris</b>			
5-gallon drum loosepack	Retort		\$429.77
10-gallon drum loosepack	Retort		\$858.52
55-gallon drum loosepack	Retort		\$1,431.54
<b>Mercury Compounds</b>			
5-gallon drum loosepack	Retort		\$482.60
10-gallon drum loosepack	Retort		\$965.20
<b>Lithium Batteries</b>			
5-gallon drum loosepack	Recycle or Incinerate		\$212.34
55-gallon drum loosepack	Recycle or Incinerate	At 500 lbs. per 55-gallon drum; Rate is \$0.50/lb.	\$281.43
<b>Non-RCRA Liquids (oily water, WT02 coolants, etc.)</b>			
55-gallon drum, bulk	Treat/POTW		\$140.21
<b>Non-RCRA Solids (contaminated soils, debris, etc.)</b>			
55-gallon drum, bulk	Stabilize/Landfill		\$106.68
Cubic Yard box	Stabilize/Landfill		\$379.98

**ADDITIONAL WASTE STREAMS AND  
ALTERNATIVE PACKING AND/OR MANAGEMENT METHODS**

Item Description	Preferred Management	Proposed Management (If different)	Proposed Unit Price
<b>Marine Flares - must be packed in 5-gallon pails, submerged in water with no more than 3 gallons of water</b>			
5-gallon drum		RCRA Incineration	\$4,230.62
<b>Pharmaceuticals / Medications - rate is per pound; minimum \$70.00 charge per 5-gallon pail</b>			
5-gallon pail		RCRA Incineration	\$1.55
<b>Lighters</b>			
5-gallon drum loosepack	Incinerate		\$164.59
<b>Fire Extinguishers</b>			
Per Item	Stabilize/Landfill	Each Lecture	\$28.45
<b>Formalin With Animal Tissue</b>			
55-gallon drum	Incinerate		\$281.43
<b>Sodium Sulfide</b>			
55-gallon drum			\$863.60
<b>A-fuel, low BTU for A-Fuels</b>			
55-gallon drum			\$174.75
<b>A-fuel, low BTU for Incineration</b>			
55-gallon drum			\$202.18

**SUPPLIES**

Supplies	Proposed Unit Price
<b>Empty Drums - Reconditioned</b>	
55-gallon metal 1A1	\$56.90
55-gallon metal 1A2	\$54.86
30-gallon metal 1A1	\$46.74
30-gallon metal 1A2	\$50.80
85-gallon metal overpack	\$174.75
85-gallon plastic overpack	\$196.09
<b>Empty Drums - New</b>	
55-gallon metal 1A1	\$59.94
55-gallon metal 1A2	\$70.10
55-gallon Poly 1H2	\$68.07
30-gallon metal 1A1	\$64.01
30-gallon metal 1A2	\$69.09
30-gallon Poly 1H2	\$57.91
30-gallon Copak	\$45.72
10-gallon plastic 1H2	\$47.75
10-gallon Copak	\$25.40
5-gallon Copak	\$20.32
5-gallon plastic 1H2	\$16.26
5-gallon metal X-Rated	\$31.50
2-gallon Poly 1H2	\$9.14
85-gallon metal overpack	\$174.75
85-gallon plastic overpack	\$196.09
Wood Pallet	\$25.40
Vermiculite Bag	\$48.77
DOT Packing Tape Roll	\$16.76
<b>Pre-printed shipping papers (non-hazardous waste manifest, e.g.)</b>	
Shipping markings/labels, per delivery	\$0.00
DOT hazard class labels, per roll	\$0.00
Plastic Tote, Cubic Yard (Flex BIN w/ Liner)	\$41.66
Gaylord Box, DOT Spec, Cubic Yard	\$69.09

## SERVICES

Services <i>(Must be staffed by 24 or 40 hr. HAZWOPER personnel, certified and current)</i>		Proposed Unit Price
<b>Certificates of Treatment</b>		
Per Shipment, no final CD's	No Charge	\$0.00
<b>Certificates of Disposal</b>		
Per Shipment, with final CD's	No Charge	\$0.00
<b>HHW Facility Haz-cattng and/or consulting</b>		
Per Hour	Chemist	\$52.83
Travel	Per hour portal to portal	\$34.54
<b>HHW Facility extra help <i>(including weekends)</i></b>		
Per Hour	Technician	\$52.83
Travel	Per hour portal to portal	\$34.54
<b>One Day HHW mobile collection event, mobilization, and staffing <i>(assumption: 300-400 vehicle event). Supply a new price list if mobile costs for waste and supplies differs from fixed facility costs in Tables A and B.</i></b>		
Site Chemist/Specialist, per hour		\$52.83
Technician, per hour		\$40.64
Site Supervisor, per hour		\$52.83
Travel, hours		\$34.54
Transportation for setup		\$0.00
Transportation for waste hauling		\$291.59
<b>LTL Dispatch, staffing and transportation of periodic 1-day mobile collection at fixed "permanent" site</b>		
Site Chemist/Specialist, per hour		\$52.83
Technician, per hour		\$40.64
Transportation for waste hauling		\$291.59
<b>Training <i>(on site, include travel costs)</i></b>		
HAZWOPER 8-hour refresher	rate per person for HHW Staff only	Cost + 15%
DOT	rate per person	\$503.94
<b>Consulting <i>(for policy, operations, safety and health, facility design, etc.)</i></b>		
Per hour	No Charge	\$ -

If a new waste stream arrives that is not listed on the Waste Price List and is not covered under another contract, the contract representatives will negotiate a fair and reasonable price without the need for a contract amendment, provided that the new waste stream will be incorporated into the updated Waste Price List in any future amendment.

**CONTRACT NO. KC-123-20-B**  
**Contract Amendment for Services**

This Contract Amendment is made and entered into between Kitsap County, a Washington State political subdivision, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "County", and Clean Harbor Environmental Services, Inc., a corporation, having its principal office at 26328 79th Avenue South, Kent, Washington 98032, hereinafter "Contractor."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-123-20, and executed on June 22, 2020, and amended by Kitsap County Contract Amendment No. KC-123-20-A, and executed on May 24, 2021, shall be further amended as follows:

1. This Contract Amendment will become effective on July 1, 2022 and expire on June 30, 2023, with two (2) annual renewal option remaining on the original contract term. In no event will the Contract Amendment become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.
2. A description of the compensation to be paid to the Contractor under this Amendment is set forth in Attachment A: Compensation, which is attached to this Contract Amendment and incorporated by this reference.
3. The total amount payable under this Contract Amendment by the County to the Contractor in no event will exceed total compensation of \$500,000.00 annually, unless a Contract Amendment has been negotiated and executed prior to the County incurring any costs in excess of the maximum payable amount. This increases the total compensation under this contract to an amount not to exceed \$1,500,000.00.
4. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, Washington 98366.
5. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the parties.



Dated this 11 day of May, 2022

**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

*Paul*  
Signature

Paul Van Der Bosch  
Print Name

Vice President  
Title

Dated this 13 day of June, 2022

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

*E.E. Wolfe*  
EDWARD E. WOLFE, CHAIR

*Charlotte Garrido*  
CHARLOTTE GARRIDO, COMMISSIONER

*Robert Gelder*  
ROBERT GELDER, COMMISSIONER

ATTEST:

*Dana Daniels*  
DANA DANIELS, CLERK OF THE BOARD



**ATTACHMENT A**  
**COMPENSATION**

The Contractor will provide Transportation and Management Services of Moderate Risk Waste from the Household Hazardous Waste Collection Facility, located at 5551 SW Imperial Way, Bremerton, Washington 98312 and for Mobile Collection Event Services at various Kitsap County locations, as determined and requested by the County. The price paid to the Contractor for materials collected shall be as follows:

Item Description	Preferred Management	Proposed Management (If different)	Proposed Unit Price
<b>Acids (Liquid and Solid)</b>			
55-gallon drum lab packed	Treat-POTW	RCRA Incineration	\$213.93
5-gallon drum lab packed	Treat-POTW	RCRA Incineration	\$64.86
10-gallon drum lab packed	Treat-POTW	RCRA Incineration	\$128.59
55-gallon drum bulk	Treat-POTW	Treat-POTW	\$264.00
Glacial Acetic acid - 5-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$64.86
Glacial Acetic acid - 10-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$128.59
Hydrofluoric acid - 5-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$64.86
Hydrofluoric acid - 10-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$128.59
<b>Aerosols – Paint and Paint Related</b>			
55-gallon drum loosepack	Energy Recovery	RCRA Incineration	\$202.55
cubic yard box	Energy Recovery	RCRA Incineration	\$716.89
<b>Aerosols – Pesticide, Corrosive and Chlorinated</b>			
55-gallon drum loosepack	Incinerate	RCRA Incineration	\$202.55
cubic yard box	Incinerate	RCRA Incineration	\$716.89
<b>Alkaline Batteries</b>			
55-gallon drum loosepack	Recycle	Landfill	\$119.48
<b>Used Motor Oil with non-PCB Chlorinated Liquids (e.g. methylene chloride)</b>			
55-gallon drum bulk	Incineration or Energy Recovery		\$185.48
350-gallon tank	Incineration or Energy Recovery		\$1,127.68
<b>Used Motor Oil with PCB's</b>			
55-gallon drum	TSCA Incinerate		\$502.96
350-gallon tank	TSCA Incinerate		\$3,128.14
<b>Carbon Zinc Batteries</b>			
55-gallon drum loosepack	Landfill	Landfill	\$119.48
<b>Alkaline (liquid and solids)</b>			
55-gallon drum lab pack	Treat-POTW	RCRA Incineration	\$213.93
5-gallon drum lab pack	Treat-POTW	RCRA Incineration	\$64.86
10-gallon drum lab pack	Treat-POTW	RCRA Incineration	\$128.59
55-gallon drum bulk	Treat-POTW		\$264.00
<b>Compressed Gas Flammable Cylinders, under 1.5 liters (camp fuel, propane, butane, inert gas)</b>			
55-gallon drum loosepack	Energy Recovery	Rate for up to 90 cylinders	\$315.20
<b>Flammable Solids-4.1</b>			
55-gallon drum loosepack	Energy Recovery	RCRA Incineration	\$226.44
<b>Reactives (4.2, 4.3)</b>			
55-gallon drum lab pack	Incinerate		\$1,004.79
5-gallon drum labpack	Incinerate		\$301.55
10-gallon drum labpack	Incinerate		\$603.10
<b>Oxidizers</b>			
55-gallon drum labpack	Treat-POTW or Incinerate		\$226.44
5-gallon drum labpack	Treat-POTW or Incinerate		\$68.28
10-gallon drum labpack	Treat-POTW or Incinerate		\$135.41
55-gallon drum bulk	Treat-POTW or Incinerate		\$275.37

Item Description	Preferred Management	Proposed Management (If different)	Proposed Unit Price
<b>Organic Peroxides</b>			
5-gallon drum labpack	Incinerate	At 30 lbs. per 5-gallon drum	\$184.34
10-gallon drum labpack	Incinerate	At 40 lbs. per 10-gallon drum	\$367.55
<b>Latex Paint – "Good"</b>			
55-gallon drum loosepack	Recycle		\$213.93
Cubic Yard box loosepack	Recycle		\$656.99
<b>Latex Paint – "Bad"</b>			
55-gallon drum loosepack	Beneficial Reuse or Landfill		\$119.48
Cubic Yard box loosepack	Beneficial Reuse or Landfill		\$425.58
55-gallon drum bulk	Beneficial Reuse or Landfill		\$119.48
<b>Oil Based Paint/Paint Related Material</b>			
55-gallon drum loosepack	Energy Recovery	and/or Fuels Incineration	\$154.76
Cubic Yard box loosepack	Energy Recovery	and/or Fuels Incineration	\$451.75
55-gallon drum bulk	Energy Recovery	and/or Fuels Incineration	\$195.72
<b>Non-Chlorinated Mixed Flammable Liquids (gasoline, paint thinner, solvents, etc.)</b>			
55-gallon drum loosepack	Energy Recovery	and/or Fuels Incineration	\$168.41
55-gallon drum bulk	Energy Recovery	and/or Fuels Incineration	\$86.49
<b>Pesticide Solids</b>			
55-gallon drum loosepack	Incinerate		\$226.44
5-gallon drum loosepack	Incinerate		\$68.28
10-gallon drum loosepack	Incinerate		\$135.41
Cubic Yard box loosepack	Incinerate		\$799.96
<b>Pesticide/Chlorinated Liquids</b>			
55-gallon drum labpack	Incinerate		\$226.44
5-gallon drum labpack	Incinerate		\$68.28
10-gallon drum labpack	Incinerate		\$135.41
<b>PCB Light Ballasts, non-leaking</b>			
55-gallon drum loosepack	Hazardous Waste Landfill		\$162.72
55-gallon drum loosepack	Recycle/Incinerate		\$438.10
5-gallon drum loosepack	Hazardous Waste Landfill		\$55.75
5-gallon drum loosepack	Recycle/Incinerate		\$132.00
<b>PCB Light Ballasts, leaking</b>			
55-gallon drum loosepack	TSCA Incineration		\$459.72
5-gallon drum loosepack	TSCA Incineration		\$138.35
<b>PCB Liquids &gt;50 ppm</b>			
55-gallon drum bulk	TSCA Incineration		\$502.96
5-gallon drum loosepack	TSCA Incineration		\$151.35
<b>Elemental Mercury</b>			
5-gallon drum loosepack	Retort	Retirement	\$778.33
<b>Mercury Debris</b>			
5-gallon drum loosepack	Retort		\$481.34
10-gallon drum loosepack	Retort		\$961.54
55-gallon drum loosepack	Retort		\$1,603.32
<b>Mercury Compounds</b>			
5-gallon drum loosepack	Retort		\$540.51
10-gallon drum loosepack	Retort		\$1,081.02
<b>Lithium Batteries</b>			
5-gallon drum loosepack	Recycle or Incinerate		\$237.82
55-gallon drum loosepack	Recycle or Incinerate	At 500 lbs. per 55-gallon drum; Rate is \$0.56/lb.	\$315.20
<b>Non-RCRA Liquids (oily water, WT02 coolants, etc.)</b>			
55-gallon drum, bulk	Treat/POTW		\$157.04
<b>Non-RCRA Solids (contaminated soils, debris, etc.)</b>			
55-gallon drum, bulk	Stabilize/Landfill		\$119.48
Cubic Yard box	Stabilize/Landfill		\$425.58

**ADDITIONAL WASTE STREAMS AND  
ALTERNATIVE PACKING AND/OR MANAGEMENT METHODS**

Item Description	Preferred Management	Proposed Management (if different)	Proposed Unit Price
<b>Marine Flares – must be packed in 5-gallon pails, submerged in water with no more than 3 gallons of water</b>			
5-gallon drum		RCRA Incineration	\$4,738.29
<b>Pharmaceuticals / Medications – rate is per pound; minimum \$70.00 charge per 5-gallon pail</b>			
5-gallon pail		RCRA Incineration	\$1.74
<b>Lighters</b>			
5-gallon drum loosepack	Incinerate		\$184.34
<b>Fire Extinguishers</b>			
Per Item	Stabilize/Landfill	Each Lecture	\$31.86
<b>Formalin With Animal Tissue</b>			
55-gallon drum	Incinerate		\$315.20
<b>Sodium Sulfide</b>			
55-gallon drum			\$967.23
<b>A-fuel, low BTU for A-Fuels</b>			
55-gallon drum			\$195.72
<b>A-fuel, low BTU for Incineration</b>			
55-gallon drum			\$226.44

**SUPPLIES**

Supplies	Proposed Unit Price
<b>Empty Drums – Reconditioned</b>	
55-gallon metal 1A1	\$69.87
55-gallon metal 1A2	\$85.78
30-gallon metal 1A1	\$52.35
30-gallon metal 1A2	\$56.90
85-gallon metal overpack	\$287.24
85-gallon plastic overpack	\$269.98
<b>Empty Drums – New</b>	
55-gallon metal 1A1	\$158.75
55-gallon metal 1A2	\$164.97
55-gallon Poly 1H2	\$95.59
30-gallon metal 1A1	\$126.42
30-gallon metal 1A2	\$149.68
30-gallon Poly 1H2	\$66.30
30-gallon Copak	\$51.21
10-gallon plastic 1H2	\$53.48
10-gallon Copak	\$28.45
5-gallon Copak	\$22.76
5-gallon plastic 1H2	\$18.21
5-gallon metal X-Rated	\$40.19
2-gallon Poly 1H2	\$10.24
85-gallon metal overpack	\$287.24
85-gallon plastic overpack	\$263.98
Wood Pallet	\$28.45
Vermiculite Bag	\$54.62
DOT Packing Tape Roll	\$18.77
<b>Pre-printed shipping papers (non-hazardous waste manifest, e.g.)</b>	
Shipping markings/labels, per delivery	\$0.00
DOT hazard class labels, per roll	\$0.00
Cubic Yard (Flex BIN w/ Liner)	\$75.00
Gaylord Box, DOT Spec, Cubic Yard	\$77.38

## SERVICES

<b>Services (Must be staffed by 24 or 40 hr. HAZWOPER personnel, certified and current)</b>		<b>Proposed Unit Price</b>
<b>Certificates of Treatment</b>		
Per Shipment, no final CD's	No Charge	\$0.00
<b>Certificates of Disposal</b>		
Per Shipment, with final CD's	No Charge	\$0.00
<b>HHW Facility Haz-cattng and/or consulting</b>		
Per Hour	Chemist	\$59.17
Travel	Per hour portal to portal	\$38.69
<b>HHW Facility extra help (including weekends)</b>		
Per Hour	Technician	\$59.17
Travel	Per hour portal to portal	\$38.69
<b>One Day HHW mobile collection event, mobilization, and staffing (assumption: 300-400 vehicle event). Supply a new price list if mobile costs for waste and supplies differs from fixed facility costs in Tables A and B.</b>		
Site Chemist/Specialist, per hour		\$59.17
Technician, per hour		\$45.52
Site Supervisor, per hour		\$69.23
Travel, hours		\$38.69
Transportation for setup		\$0.00
Transportation for waste hauling		\$326.58
<b>LTL Dispatch, staffing and transportation of periodic 1-day mobile collection at fixed "permanent" site</b>		
Site Chemist/Specialist, per hour		\$59.17
Technician, per hour		\$45.52
Transportation for waste hauling		\$326.58
<b>Training (on site, include travel costs)</b>		
HAZWOPER 8-hour refresher	rate per person for HHW Staff only	Cost + 15%
DOT	rate per person	\$564.41
<b>Consulting (for policy, operations, safety and health, facility design, etc.)</b>		
Per hour	No Charge	\$ -

If a new waste stream arrives that is not listed on the Waste Price List and is not covered under another contract, the contract representatives will negotiate a fair and reasonable price without the need for a contract amendment, provided that the new waste stream will be incorporated into the updated Waste Price List in any future amendment.

**CONTRACT NO. KC-123-20-C**  
**Contract Amendment for Services**

This Contract Amendment is made and entered into between Kitsap County, a Washington State political subdivision, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "County", and Clean Harbor Environmental Services, Inc., a corporation, having its principal office at 26328 79th Avenue South, Kent, Washington 98032, hereinafter "Contractor."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-123-20, and executed on June 22, 2020, and amended by Kitsap County Contract Amendment No. KC-123-20-A, and executed on May 24, 2021, and amended by Kitsap County Contract Amendment No. KC-123-20-B, and executed on June 13, 2022, shall be further amended as follows:

1. This Contract Amendment will become effective on July 1, 2023 and expire on June 30, 2024, with one (1) annual renewal option remaining on the original contract term. In no event will the Contract Amendment become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.
2. A description of the compensation to be paid to the Contractor under this Amendment is set forth in Attachment A: Compensation, which is attached to this Contract Amendment and incorporated by this reference.
3. The total amount payable under this Contract Amendment by the County to the Contractor in no event will exceed total compensation of \$500,000.00 annually, unless a Contract Amendment has been negotiated and executed prior to the County incurring any costs in excess of the maximum payable amount. This increases the total compensation under this contract to an amount not to exceed \$2,000,000.00.
4. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, Washington 98366.
5. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the parties.

Dated this 9 day of May, 2023 Dated this 22<sup>nd</sup> day of May, 2023

**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC**

*Marc McReynolds*

Signature

*Marc McReynolds*

Print Name

*SVP*

Title

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

*Charlotte Garrido*

**CHARLOTTE GARRIDO, Chair**

*Robert Gelder*

**ROBERT GELDER, Commissioner**

*Katherine T. Walters*

**KATHERINE T. WALTERS, Commissioner**

ATTEST:

*Dana Daniels*

Dana Daniels, Clerk of the Board



**ATTACHMENT A**  
**COMPENSATION**

The Contractor will provide Transportation and Management Services of Moderate Risk Waste from the Household Hazardous Waste Collection Facility, located at 5551 SW Imperial Way, Bremerton, Washington 98312 and for Mobile Collection Event Services at various Kitsap County locations, as determined and requested by the County. The price paid to the Contractor for materials collected shall be as follows:

Item Description	Preferred Management	Proposed Management (If different)	Unit Price
<b>Acids (Liquid and Solid)</b>			
55-gallon drum lab packed	Treat-POTW	RCRA Incineration	\$226.77
5-gallon drum lab packed	Treat-POTW	RCRA Incineration	\$68.75
10-gallon drum lab packed	Treat-POTW	RCRA Incineration	\$136.31
55-gallon drum bulk	Treat-POTW	Treat-POTW	\$279.84
Glacial Acetic acid - 5-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$68.75
Glacial Acetic acid - 10-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$136.31
Hydrofluoric acid - 5-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$68.75
Hydrofluoric acid - 10-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$136.31
<b>Aerosols – Paint and Paint Related</b>			
55-gallon drum loosepack	Energy Recovery	RCRA Incineration	\$214.70
cubic yard box	Energy Recovery	RCRA Incineration	\$759.90
<b>Aerosols – Pesticide, Corrosive and Chlorinated</b>			
55-gallon drum loosepack	Incinerate	RCRA Incineration	\$214.70
cubic yard box	Incinerate	RCRA Incineration	\$759.90
<b>Alkaline Batteries</b>			
55-gallon drum loosepack	Recycle	Landfill	\$126.65
<b>Used Motor Oil with non-PCB Chlorinated Liquids (e.g. methylene chloride)</b>			
55-gallon drum bulk	Incineration or Energy Recovery		\$196.61
350-gallon tank	Incineration or Energy Recovery		\$1,195.32
<b>Used Motor Oil with PCB's</b>			
55-gallon drum	TSCA Incinerate		\$533.14
350-gallon tank	TSCA Incinerate		\$3,315.83
<b>Carbon Zinc Batteries</b>			
55-gallon drum loosepack	Landfill	Landfill	\$126.65
<b>Alkaline (liquid and solids)</b>			
55-gallon drum lab pack	Treat-POTW	RCRA Incineration	\$226.77
5-gallon drum lab pack	Treat-POTW	RCRA Incineration	\$68.75
10-gallon drum lab pack	Treat-POTW	RCRA Incineration	\$136.31
55-gallon drum bulk	Treat-POTW		\$279.84
<b>Compressed Gas Flammable Cylinders, under 1.5 liters (camp fuel, propane, butane, inert gas)</b>			
55-gallon drum loosepack	Energy Recovery	Rate for up to 90 cylinders	\$334.11
<b>Flammable Solids-4.1</b>			
55-gallon drum loosepack	Energy Recovery	RCRA Incineration	\$240.03
<b>Reactives (4.2, 4.3)</b>			
55-gallon drum lab pack	Incinerate		\$1,065.08
5-gallon drum labpack	Incinerate		\$319.64
10-gallon drum labpack	Incinerate		\$639.29
<b>Oxidizers</b>			
55-gallon drum labpack	Treat-POTW or Incinerate		\$240.03
5-gallon drum labpack	Treat-POTW or Incinerate		\$72.38
10-gallon drum labpack	Treat-POTW or Incinerate		\$143.53
55-gallon drum bulk	Treat-POTW or Incinerate		\$291.89



Item Description	Preferred Management	Proposed Management (If different)	Unit Price
<b>Organic Peroxides</b>			
5-gallon drum labpack	Incinerate	At 30 lbs. per 5-gallon drum	\$195.40
10-gallon drum labpack	Incinerate	At 40 lbs. per 10-gallon drum	\$389.60
<b>Latex Paint – "Good"</b>			
55-gallon drum loosepack	Recycle		\$226.77
Cubic Yard box loosepack	Recycle		\$696.41
<b>Latex Paint – "Bad"</b>			
55-gallon drum loosepack	Beneficial Reuse or Landfill		\$126.65
Cubic Yard box loosepack	Beneficial Reuse or Landfill		\$451.11
55-gallon drum bulk	Beneficial Reuse or Landfill		\$126.65
<b>Oil Based Paint/Paint Related Material</b>			
55-gallon drum loosepack	Energy Recovery	and/or Fuels Incineration	\$164.05
Cubic Yard box loosepack	Energy Recovery	and/or Fuels Incineration	\$478.86
55-gallon drum bulk	Energy Recovery	and/or Fuels Incineration	\$207.46
<b>Non-Chlorinated Mixed Flammable Liquids (gasoline, paint thinner, solvents, etc.)</b>			
55-gallon drum loosepack	Energy Recovery	and/or Fuels Incineration	\$178.51
55-gallon drum bulk	Energy Recovery	and/or Fuels Incineration	\$91.68
<b>Pesticide Solids</b>			
55-gallon drum loosepack	Incinerate		\$240.03
5-gallon drum loosepack	Incinerate		\$72.38
10-gallon drum loosepack	Incinerate		\$143.53
Cubic Yard box loosepack	Incinerate		\$847.96
<b>Pesticide/Chlorinated Liquids</b>			
55-gallon drum labpack	Incinerate		\$240.03
5-gallon drum labpack	Incinerate		\$72.38
10-gallon drum labpack	Incinerate		\$143.53
<b>PCB Light Ballasts, non-leaking</b>			
55-gallon drum loosepack	Hazardous Waste Landfill		\$172.48
55-gallon drum loosepack	Recycle/Incinerate		\$464.39
5-gallon drum loosepack	Hazardous Waste Landfill		\$59.10
5-gallon drum loosepack	Recycle/Incinerate		\$139.92
<b>PCB Light Ballasts, leaking</b>			
55-gallon drum loosepack	TSCA Incineration		\$487.30
5-gallon drum loosepack	TSCA Incineration		\$146.65
<b>PCB Liquids &gt;50 ppm</b>			
55-gallon drum bulk	TSCA Incineration		\$533.14
5-gallon drum loosepack	TSCA Incineration		\$160.43
<b>Elemental Mercury</b>			
5-gallon drum loosepack	Retort	Retirement	\$825.03
<b>Mercury Debris</b>			
5-gallon drum loosepack	Retort		\$510.00
10-gallon drum loosepack	Retort		\$1,019.23
55-gallon drum loosepack	Retort		\$1,699.52
<b>Mercury Compounds</b>			
5-gallon drum loosepack	Retort		\$572.94
10-gallon drum loosepack	Retort		\$1,145.88
<b>Lithium Batteries</b>			
5-gallon drum loosepack	Recycle or Incinerate		\$252.09
55-gallon drum loosepack	Recycle or Incinerate	At 500 lbs. per 55-gallon drum; Rate is \$0.56/lb.	\$334.11
<b>Non-RCRA Liquids (oily water, WT02 coolants, etc.)</b>			
55-gallon drum, bulk	Treat/POTW		\$166.46
<b>Non-RCRA Solids (contaminated soils, debris, etc.)</b>			
55-gallon drum, bulk	Stabilize/Landfill		\$126.65
Cubic Yard box	Stabilize/Landfill		\$451.12

**ADDITIONAL WASTE STREAMS AND  
ALTERNATIVE PACKING AND/OR MANAGEMENT METHODS**

Item Description	Preferred Management	Proposed Management (If different)	Unit Price
<b>Marine Flares – must be packed in 5-gallon pails, submerged in water with no more than 3 gallons of water</b>			
5-gallon drum		RCRA Incineration	\$5,022.59
<b>Pharmaceuticals / Medications – rate is per pound; minimum \$70.00 charge per 5-gallon pail</b>			
5-gallon pail		RCRA Incineration	\$1.84
<b>Lighters</b>			
5-gallon drum loosepack	Incinerate		\$195.40
<b>Fire Extinguishers</b>			
Per Item	Stabilize/Landfill	Each Lecture	\$33.77
<b>Formalin With Animal Tissue</b>			
55-gallon drum	Incinerate		\$334.11
<b>Sodium Sulfide</b>			
55-gallon drum			\$1,025.26
<b>A-fuel, low BTU for A-Fuels</b>			
55-gallon drum			\$207.46
<b>A-fuel, low BTU for Incineration</b>			
55-gallon drum			\$240.03

**SUPPLIES**

Supplies	Unit Price
<b>Empty Drums – Reconditioned</b>	
55-gallon metal 1A1	\$74.06
55-gallon metal 1A2	\$90.93
30-gallon metal 1A1	\$55.49
30-gallon metal 1A2	\$60.31
85-gallon metal overpack	\$304.47
85-gallon plastic overpack	\$286.18
<b>Empty Drums – New</b>	
55-gallon metal 1A1	\$168.28
55-gallon metal 1A2	\$174.87
55-gallon Poly 1H2	\$101.33
30-gallon metal 1A1	\$134.01
30-gallon metal 1A2	\$158.66
30-gallon Poly 1H2	\$70.28
30-gallon Copak	\$54.28
10-gallon plastic 1H2	\$56.69
10-gallon Copak	\$30.16
5-gallon Copak	\$24.13
5-gallon plastic 1H2	\$19.30
5-gallon metal X-Rated	\$42.60
2-gallon Poly 1H2	\$10.85
85-gallon metal overpack	\$304.47
85-gallon plastic overpack	\$279.82
Wood Pallet	\$30.16
Vermiculite Bag	\$57.90
DOT Packing Tape Roll	\$19.90
<b>Pre-printed shipping papers (non-hazardous waste manifest, e.g.)</b>	
Shipping markings/labels, per delivery	\$0.00
DOT hazard class labels, per roll	\$0.00
Cubic Yard (Flex BIN w/ Liner)	\$79.50
Gaylord Box, DOT Spec, Cubic Yard	\$82.02

## SERVICES AND OTHER FEES

<b>Services (Must be staffed by 24 or 40 hr. HAZWOPER personnel, certified and current)</b>		<b>Unit Price</b>
<b>Certificates of Treatment</b>		
Per Shipment, no final CD's	No Charge	\$0.00
<b>Certificates of Disposal</b>		
Per Shipment, with final CD's	No Charge	\$0.00
<b>HHW Facility Haz-cattng and/or consulting</b>		
Per Hour	Chemist	\$62.72
Travel	Per hour portal to portal	\$41.01
<b>HHW Facility extra help (including weekends)</b>		
Per Hour	Technician	\$62.72
Travel	Per hour portal to portal	\$41.01
<b>One Day HHW mobile collection event, mobilization, and staffing (assumption: 300-400 vehicle event). Supply a new price list if mobile costs for waste and supplies differs from fixed facility costs in Tables A and B.</b>		
Site Chemist/Specialist, per hour		\$62.72
Technician, per hour		\$48.25
Site Supervisor, per hour		\$73.38
Travel, hours		\$41.01
Transportation for setup		\$0.00
Transportation for waste hauling		\$346.17
<b>LTL Dispatch, staffing and transportation of periodic 1-day mobile collection at fixed "permanent" site</b>		
Site Chemist/Specialist, per hour		\$62.72
Technician, per hour		\$48.25
Transportation for waste hauling		\$346.17
<b>Training (on site, include travel costs)</b>		
HAZWOPER 8-hour refresher	rate per person for HHW Staff only	Cost + 21%
DOT	rate per person	\$598.27
<b>Consulting (for policy, operations, safety and health, facility design, etc.)</b>		
Per hour	No Charge	\$0.00
<b>Other Fees</b>		<b>Unit Price</b>
Recovery Fee		9.5%

If a new waste stream arrives that is not listed on the Waste Price List and is not covered under another contract, the contract representatives will negotiate a fair and reasonable price without the need for a contract amendment, provided that the new waste stream will be incorporated into the updated Waste Price List in any future amendment.

END ATTACHMENT A

**CONTRACT NO. KC-123-20-D**  
**Contract Amendment for Services**

This Contract Amendment is made and entered into between Kitsap County, a Washington State political subdivision, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "County", and Clean Harbor Environmental Services, Inc., a corporation, having its principal office at 26328 79th Avenue South, Kent, Washington 98032, hereinafter "Contractor."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-123-20, and executed on June 22, 2020, and amended by Kitsap County Contract Amendment No. KC-123-20-A, and executed on May 24, 2021, and amended by Kitsap County Contract Amendment No. KC-123-20-B, and executed on June 13, 2022, and amended by Kitsap County Contract Amendment No. KC-123-20-C, and executed on May 22, 2023, shall be further amended as follows:

1. This Contract Amendment will become effective on July 1, 2024 and expire on December 31, 2024. In no event will the Contract Amendment become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.
2. A description of the compensation to be paid to the Contractor under this Amendment is set forth in Attachment A: Compensation, which is attached to this Contract Amendment and incorporated by this reference.
3. The total amount payable under this Contract Amendment by the County to the Contractor in no event will exceed total compensation of \$250,000.00, unless a Contract Amendment has been negotiated and executed prior to the County incurring any costs in excess of the maximum payable amount. This increases the total compensation under this contract to an amount not to exceed \$2,250,000.00.
4. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, Washington 98366.
5. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the parties.

Dated this 1 day of May, 2024 Dated this 10 day of June, 2024

**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

Signature

Marc McReynolds

Print Name

Senior Vice President

Title

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

**NOT PRESENT**

KATHERINE T. WALTERS, Chair

CHRISTINE ROLFES, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST

Dana Daniels, Clerk of the Board



**ATTACHMENT A**  
**COMPENSATION**

The Contractor will provide Transportation and Management Services of Moderate Risk Waste from the Household Hazardous Waste Collection Facility, located at 5551 SW Imperial Way, Bremerton, Washington 98312 and for Mobile Collection Event Services at various Kitsap County locations, as determined and requested by the County. The price paid to the Contractor for materials collected shall be as follows:

Item Description	Preferred Management	Proposed Management (If different)	Unit Price
<b>Acids (Liquid and Solid)</b>			
55-gallon drum lab packed	Treat-POTW	RCRA Incineration	\$234.71
5-gallon drum lab packed	Treat-POTW	RCRA Incineration	\$71.16
10-gallon drum lab packed	Treat-POTW	RCRA Incineration	\$141.08
55-gallon drum bulk	Treat-POTW	Treat-POTW	\$289.63
Glacial Acetic acid - 5-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$71.16
Glacial Acetic acid - 10-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$141.08
Hydrofluoric acid - 5-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$71.16
Hydrofluoric acid - 10-gallon lab pack	Incinerate or Treat-POTW	Incinerate or Treat-POTW	\$141.08
<b>Aerosols – Paint and Paint Related</b>			
55-gallon drum loosepack	Energy Recovery	RCRA Incineration	\$222.21
cubic yard box	Energy Recovery	RCRA Incineration	\$786.50
<b>Aerosols – Pesticide, Corrosive and Chlorinated</b>			
55-gallon drum loosepack	Incinerate	RCRA Incineration	\$222.21
cubic yard box	Incinerate	RCRA Incineration	\$786.50
<b>Alkaline Batteries</b>			
55-gallon drum loosepack	Recycle	Landfill	\$131.08
<b>Used Motor Oil with non-PCB Chlorinated Liquids (e.g. methylene chloride)</b>			
55-gallon drum bulk	Incineration or Energy Recovery		\$203.49
350-gallon tank	Incineration or Energy Recovery		\$1,237.16
<b>Used Motor Oil with PCB's</b>			
55-gallon drum	TSCA Incinerate		\$551.80
350-gallon tank	TSCA Incinerate		\$3,431.88
<b>Carbon Zinc Batteries</b>			
55-gallon drum loosepack	Landfill	Landfill	\$131.08
<b>Alkaline (liquid and solids)</b>			
55-gallon drum lab pack	Treat-POTW	RCRA Incineration	\$234.71
5-gallon drum lab pack	Treat-POTW	RCRA Incineration	\$71.16
10-gallon drum lab pack	Treat-POTW	RCRA Incineration	\$141.08
55-gallon drum bulk	Treat-POTW		\$289.63
<b>Compressed Gas Flammable Cylinders, under 1.5 liters (camp fuel, propane, butane, inert gas)</b>			
55-gallon drum loosepack	Energy Recovery	Rate for up to 90 cylinders	\$345.80
<b>Flammable Solids-4.1</b>			
55-gallon drum loosepack	Energy Recovery	RCRA Incineration	\$248.43
<b>Reactives (4.2, 4.3)</b>			
55-gallon drum lab pack	Incinerate		\$1,102.36
5-gallon drum labpack	Incinerate		\$330.83
10-gallon drum labpack	Incinerate		\$661.67
<b>Oxidizers</b>			
55-gallon drum labpack	Treat-POTW or Incinerate		\$248.43
5-gallon drum labpack	Treat-POTW or Incinerate		\$74.91
10-gallon drum labpack	Treat-POTW or Incinerate		\$148.55
55-gallon drum bulk	Treat-POTW or Incinerate		\$302.11

Item Description	Preferred Management	Proposed Management (If different)	Unit Price
<b>Organic Peroxides</b>			
5-gallon drum labpack	Incinerate	At 30 lbs. per 5-gallon drum	\$202.24
10-gallon drum labpack	Incinerate	At 40 lbs. per 10-gallon drum	\$403.24
<b>Latex Paint – "Good"</b>			
55-gallon drum loosepack	Recycle		\$234.71
Cubic Yard box loosepack	Recycle		\$720.78
<b>Latex Paint – "Bad"</b>			
55-gallon drum loosepack	Beneficial Reuse or Landfill		\$131.08
Cubic Yard box loosepack	Beneficial Reuse or Landfill		\$466.90
55-gallon drum bulk	Beneficial Reuse or Landfill		\$131.08
<b>Oil Based Paint/Paint Related Material</b>			
55-gallon drum loosepack	Energy Recovery	and/or Fuels Incineration	\$169.79
Cubic Yard box loosepack	Energy Recovery	and/or Fuels Incineration	\$495.62
55-gallon drum bulk	Energy Recovery	and/or Fuels Incineration	\$214.72
<b>Non-Chlorinated Mixed Flammable Liquids (gasoline, paint thinner, solvents, etc.)</b>			
55-gallon drum loosepack	Energy Recovery	and/or Fuels Incineration	\$184.76
55-gallon drum bulk	Energy Recovery	and/or Fuels Incineration	\$94.89
<b>Pesticide Solids</b>			
55-gallon drum loosepack	Incinerate		\$248.43
5-gallon drum loosepack	Incinerate		\$74.91
10-gallon drum loosepack	Incinerate		\$148.55
Cubic Yard box loosepack	Incinerate		\$877.64
<b>Pesticide/Chlorinated Liquids</b>			
55-gallon drum labpack	Incinerate		\$248.43
5-gallon drum labpack	Incinerate		\$74.91
10-gallon drum labpack	Incinerate		\$148.55
<b>PCB Light Ballasts, non-leaking</b>			
55-gallon drum loosepack	Hazardous Waste Landfill		\$178.52
55-gallon drum loosepack	Recycle/Incinerate		\$480.64
5-gallon drum loosepack	Hazardous Waste Landfill		\$61.17
5-gallon drum loosepack	Recycle/Incinerate		\$144.82
<b>PCB Light Ballasts, leaking</b>			
55-gallon drum loosepack	TSCA Incineration		\$504.36
5-gallon drum loosepack	TSCA Incineration		\$151.78
<b>PCB Liquids &gt;50 ppm</b>			
55-gallon drum bulk	TSCA Incineration		\$551.80
5-gallon drum loosepack	TSCA Incineration		\$166.05
<b>Elemental Mercury</b>			
5-gallon drum loosepack	Retort	Retirement	\$853.91
<b>Mercury Debris</b>			
5-gallon drum loosepack	Retort		\$527.85
10-gallon drum loosepack	Retort		\$1,054.90
55-gallon drum loosepack	Retort		\$1,759.00
<b>Mercury Compounds</b>			
5-gallon drum loosepack	Retort		\$592.99
10-gallon drum loosepack	Retort		\$1,185.99
<b>Lithium Batteries</b>			
5-gallon drum loosepack	Recycle or Incinerate		\$260.91
55-gallon drum loosepack	Recycle or Incinerate	At 500 lbs. per 55-gallon drum; Rate is \$0.56/lb.	\$345.80
<b>Non-RCRA Liquids (oily water, WT02 coolants, etc.)</b>			
55-gallon drum, bulk	Treat/POTW		\$172.29
<b>Non-RCRA Solids (contaminated soils, debris, etc.)</b>			
55-gallon drum, bulk	Stabilize/Landfill		\$131.08
Cubic Yard box	Stabilize/Landfill		\$466.91

**ADDITIONAL WASTE STREAMS AND  
ALTERNATIVE PACKING AND/OR MANAGEMENT METHODS**

Item Description	Preferred Management	Proposed Management (If different)	Unit Price
<b>Marine Flares – must be packed in 5-gallon pails, submerged in water with no more than 3 gallons of water</b>			
5-gallon drum		RCRA Incineration	\$5,198.38
<b>Pharmaceuticals / Medications – rate is per pound; minimum \$70.00 charge per 5-gallon pail</b>			
5-gallon pail		RCRA Incineration	\$1.90
<b>Lighters</b>			
5-gallon drum loosepack	Incinerate		\$202.24
<b>Fire Extinguishers</b>			
Per Item	Stabilize/Landfill	Each Lecture	\$34.95
<b>Formalin With Animal Tissue</b>			
55-gallon drum	Incinerate		\$345.80
<b>Sodium Sulfide</b>			
55-gallon drum			\$1,061.14
<b>A-fuel, low BTU for A-Fuels</b>			
55-gallon drum			\$214.72
<b>A-fuel, low BTU for Incineration</b>			
55-gallon drum			\$248.43

**SUPPLIES**

Supplies	Unit Price
<b>Empty Drums – Reconditioned</b>	
55-gallon metal 1A1	\$76.65
55-gallon metal 1A2	\$94.11
30-gallon metal 1A1	\$57.43
30-gallon metal 1A2	\$62.42
85-gallon metal overpack	\$315.13
85-gallon plastic overpack	\$269.20
<b>Empty Drums – New</b>	
55-gallon metal 1A1	\$174.17
55-gallon metal 1A2	\$180.99
55-gallon Poly 1H2	\$104.88
30-gallon metal 1A1	\$138.70
30-gallon metal 1A2	\$164.21
30-gallon Poly 1H2	\$72.74
30-gallon Copak	\$56.18
10-gallon plastic 1H2	\$58.67
10-gallon Copak	\$31.22
5-gallon Copak	\$24.97
5-gallon plastic 1H2	\$19.98
5-gallon metal X-Rated	\$44.09
2-gallon Poly 1H2	\$11.23
85-gallon metal overpack	\$315.13
85-gallon plastic overpack	\$289.61
Wood Pallet	\$31.22
Vermiculite Bag	\$59.93
DOT Packing Tape Roll	\$20.60
<b>Pre-printed shipping papers (non-hazardous waste manifest, e.g.)</b>	
Shipping markings/labels, per delivery	\$0.00
DOT hazard class labels, per roll	\$0.00
Cubic Yard (Flex BIN w/ Liner)	\$82.28
Gaylord Box, DOT Spec, Cubic Yard	\$84.89



## SERVICES AND OTHER FEES

<b>Services (Must be staffed by 24 or 40 hr. HAZWOPER personnel, certified and current)</b>		<b>Unit Price</b>
<b>Certificates of Treatment</b>		
Per Shipment, no final CD's	No Charge	\$0.00
<b>Certificates of Disposal</b>		
Per Shipment, with final CD's	No Charge	\$0.00
<b>HHW Facility Haz-cattng and/or consulting</b>		
Per Hour	Chemist	\$64.92
Travel	Per hour portal to portal	\$42.45
<b>HHW Facility extra help (including weekends)</b>		
Per Hour	Technician	\$64.92
Travel	Per hour portal to portal	\$42.45
<b>One Day HHW mobile collection event, mobilization, and staffing (assumption: 300-400 vehicle event). Supply a new price list if mobile costs for waste and supplies differs from fixed facility costs in Tables A and B.</b>		
Site Chemist/Specialist, per hour		\$64.92
Technician, per hour		\$49.94
Site Supervisor, per hour		\$75.95
Travel, hours		\$42.45
Transportation for setup		\$0.00
Transportation for waste hauling		\$358.29
<b>LTL Dispatch, staffing and transportation of periodic 1-day mobile collection at fixed "permanent" site</b>		
Site Chemist/Specialist, per hour		\$64.92
Technician, per hour		\$49.94
Transportation for waste hauling		\$358.29
<b>Training (on site, include travel costs)</b>		
HAZWOPER 8-hour refresher	rate per person for HHW Staff only	Cost + 21%
DOT	rate per person	\$619.21
<b>Consulting (for policy, operations, safety and health, facility design, etc.)</b>		
Per hour	No Charge	\$0.00
<b>Other Fees</b>		<b>Unit Price</b>
Recovery Fee		9.5%

If a new waste stream arrives that is not listed on the Waste Price List and is not covered under another contract, the contract representatives will negotiate a fair and reasonable price without the need for a contract amendment, provided that the new waste stream will be incorporated into the updated Waste Price List in any future amendment.

END OF ATTACHMENT A