



KingCounty

**Finance and Business Operations Division  
Procurement and Contracts Services Section  
Department of Executive Services**

CNK-ES-0340      206-263-9400 Ph  
3<sup>rd</sup> Floor      206-296-7676 Fax  
401 5<sup>th</sup> Avenue      TTY Relay: 771  
SEATTLE, WA 98104      [www.kingcounty.gov](http://www.kingcounty.gov)

**CONTRACTOR:  
CLEAN HARBORS ENV SVCS INC  
42 LONGWATER DR**

NORWELL, MA 02061 United States  
Fax: (781) 7925920

**BILL TO:  
KC DES FBOD ACCOUNTS PAYABLE  
401 5TH AVE, CNK-ES-0320  
SEATTLE, WA 98104**

**SHIP TO:  
KC DES FBOD PCSS GOODS AND SERVICES  
401 5TH AVE, CNK-ES-0340  
SEATTLE, WA 98104**

CONTRACT		
CONTRACT NO. 5799552	REVISION 0	PAGE 1 of 1
CREATION DATE 17-SEP-2015	BUYER LINDA MCKINLY	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
4301	NET30DAYS	Paid	DESTINATION	UPS	Telephone: (781) 7925000

**DESCRIPTION**

Furnish emergency spill response cleanup services as requested by authorized King County employees, during the period September 21, 2015 through September 20, 2020, in accordance with King County ITB 1206-15-LSM and the response of Clean Harbors Environmental Services, both incorporated by reference as if fully set forth herein.

Individual standard purchase orders with unique purchase order numbers referencing this Contract Purchase Agreement will be issued by King County to authorize the purchase and payment of goods and services.

All invoices must reference the individual standard purchase order number to avoid delay in payments.

Estimated Contract Value \$100,000.00

Authorized Signature

# Invitation to Bid



Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-263-9400 TTY Relay: 711

**ADVERTISED DATE: JULY 28, 2015**

Invitation to Bid (ITB) Title: Emergency Spill Response and Cleanup Service

ITB Number: 1206-15-LSM

Due Date: August 20, 2015 - 2:00 p.m.

Buyer: Linda McKinly, linda.mckinly@kingcounty.gov, 206-263-9701

Alternate Buyer: Patty Reid, patty.reid@kingcounty.gov, 206-263-9304

Furnish emergency spill response and cleanup service as requested by King County Road Services personnel in accordance with the attached instructions, requirements and specifications.

**TOTAL BID PRICE: \$ 8,446.00**

**NO PRE-BID CONFERENCE**

Sealed Bids are hereby solicited and will only be received by:  
King County Procurement Services Section  
Chinook Building, 3rd Floor  
401 Fifth Avenue  
Seattle, WA 98104  
Office Hours: 8:00 a.m. – 5:00 p.m.  
Monday - Friday

**BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.**

We acknowledge that all Addenda have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Clean Harbors Environmental Services, Inc.

Address

42 Longwater Drive

City/State /Postal Code

Norwell, MA 02061

Signature

Print name and title

Scott Kuhn, Vice President

Email

russob@cleanharbors.com

Phone

503.260.6726

Fax

SCS/DBE Certification Number

N/A

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

## **SECTION 1      Instruction to Bidders**

### **1.1      Introduction**

The purpose of this Invitation to Bid is to establish a contract to provide goods or services on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

### **1.2      Bid Submittal Procedure**

The **original and (1) copy** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

### **1.3      Electronic Commerce and Correspondence**

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/procurement>. Current bidding opportunities and information are available by accessing the "Solicitations" tab in the left hand column.

King County Procurement Services features an Online Vendor Registration (OVR) program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full

registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

#### **1.4 Alterations to Document**

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

#### **1.5 Late Bids**

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

#### **1.6 Cancellation of ITB or Postponement of Bid Opening**

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

#### **1.7 Addenda**

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

#### **1.8 Questions and Interpretation of the ITB**

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

#### **1.9 Examination of Bid Documents**

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No

claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

#### **1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date**

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

#### **1.11 Bid Withdrawal After Public Opening**

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

#### **1.12 Cost of Bid and Samples**

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

#### **1.13 Collusion**

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

#### **1.14 Bid Effective Date**

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

### **1.15 Bid Price and Tax**

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

### **1.16 Protest Procedures**

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures are available at <http://www.kingcounty.gov/procurement/faq>, Suppliers web page.

## **SECTION 2 Bid Evaluation and Contract Award**

### **2.1 Evaluation of Bids**

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB. The determination of lowest responsive, responsible bidder will include the application of a ten (10) percent incentive factor for Small Contractors and Suppliers (SCS).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

### **2.2 Responsive and Responsible**

#### **Responsive**

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

#### **Responsible**

In determining the responsibility of the bidder, the County may consider the ability, capacity and skill to perform the Contract or provide the service required (inspection of the bidder's facility may be required prior to award); the character, integrity, reputation, judgment and efficiency; financial resources to perform the Contract properly and within the times specified; the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims; compliance with federal, state and local laws and ordinances relating to public contracts; other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

### **2.3 Financial Resources and Auditing**

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

## **2.4 King County Contracting Opportunities Program**

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a ten (10) percent incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.kingcounty.gov/BDCC> or contacting the Program office at 206-263-9734.

## **2.5 Forms Required Before Contract Award**

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- Equal Benefit Worksheet and Declaration Form
- Internal Revenue Service Form W-9 \*
- **Certificate of Insurance and Endorsement \*** – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

\*If not on file with the County

## **2.6 Rejection of Bids**

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

## **2.7 Single Bid Receipt**

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

## **2.8 Public Disclosure of Bids**

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor

shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

## **2.9 Contract Award**

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

## **SECTION 3 Standard Contractual Terms and Conditions**

### **3.1 Administration**

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

### **3.2 Contract Amendments**

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in County needs; extend the contract to include optional terms.

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

### **3.3 Invoices and Payment**

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

### **3.4 Rejection of Goods or Services**

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

### **3.5 Re-procurement Costs**

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

### **3.6 Termination For Convenience/Default/Non-appropriation**

#### **A. Termination for Convenience**

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

#### **B. Termination for Default**

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving

a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

#### C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

### 3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

### **3.8 Taxes, Licenses, and Certificate Requirements**

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

### **3.9 Assignment**

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

### **3.10 Indemnification and Hold Harmless**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County or Sound Transit, the Contractor shall indemnify and hold harmless the County and/or Sound Transit, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and Sound Transit and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County and/or Sound Transit on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County and Sound Transit by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County and Sound Transit only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County and/or Sound Transit incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

In the event the County and/or Sound Transit incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Contractor. In addition King County and Sound Transit shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

### **3.11 Applicable Law and Forum**

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

### **3.12 Conflicts of Interest and Non-Competitive Practices**

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

### **3.13 Disputes, Claims and Appeals**

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the

determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

### **3.14 Maintenance of Records/Audits**

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in this section shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

### **3.15 Other Public Agency Orders**

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

If the contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section not less than twice per year, on July 31<sup>st</sup> and January 31<sup>st</sup> for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The contractor shall not invoice the Fee to any contract user.

### **3.16 Environmentally Preferable Product Procurement Policy**

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Bidder and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 18.20).

### **3.17 Industrial and Hazardous Waste**

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

### **3.18 Patents and Royalties**

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

### **3.19 Supported Employment Program**

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-263-9061.

### 3.20 Nondiscrimination and Equal Employment Opportunity

- A. Nondiscrimination in Employment - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- B. Equal Employment Opportunity Efforts - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.
- C. Equal Benefits To Employees With Domestic Partners - Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at <http://www.kingcounty.gov/procurement/forms>, Equal Benefits web page.

- D. Nondiscrimination in Subcontracting Practices - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- E. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that

prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

- F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at <http://www.kingcounty.gov/bdcc>.
- G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

### **3.21 Requirements of King County Living Wage Ordinance**

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. "Measurable Amount of Work" means a definitive allocation of an employee's time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one week period.

The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

### **3.22 Non-Waiver of Breach**

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

### **3.23 Severability**

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then

such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

### **3.24 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

If this Contract is a covered transaction for purposes of 49 CFR Part 29, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **3.25 Incorporation of Documents**

The contract between the awarded bidder and King County shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation. King County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

## **SECTION 4 Specific Contractual Terms & Conditions**

### **4.1 Contract Value**

The estimated annual value of this contract is approximately \$20,000.00. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4.2 Contract Term**

The term of this Contract will be five years, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

### **4.3 Price Revisions**

Prices shall remain firm for the duration of the Contract period. The Contractor may request price changes, and shall supply documentation satisfactory to King County such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). Reasonable price changes based on market conditions and price/cost analysis may be approved by King County.

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

### **4.4 Use Report**

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

#### **4.5 Warranty**

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

#### **4.6 Warranty Remedies**

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the twelve (12) month period immediately following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

#### **4.7 Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA)**

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and:

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Contractor shall include the requirement that the subcontract provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

#### **4.8 Independent Status of Contractor**

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

#### **4.9 Non-Disclosure Obligation**

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b)

is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

#### **4.10 Insurance Requirements**

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County or Sound Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: \$1,000,000

Except for Workers Compensation, the County and Sound Transit, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

## **SECTION 5 Technical Specifications**

### **5.1 Introduction of Specifications**

The Contractor shall provide all supervision, labor, tools, equipment and services required for emergency spill response and cleanup of spills of hazardous waste or materials, including the vacuuming and treatment of spills from county maintained surfaces and structures, including catch basins or other similar drainage structures "as requested" by King County at various locations.

### **5.2 Typical Example of an Emergency Spill Response**

A vehicular accident has occurred on the roadway and gasoline from one of the vehicles has leaked and is draining toward a catch basin. King County crews have contained the spill to the extent possible by spreading sand on the roadway. Some fuel has entered into a catch basin, however there is no immediate threat to the stream. Due to potential liability concerns, an emergency exists.

At the request of King County, the Contractor shall provide properly trained supervision, staff and proper equipment to respond to the spill location and remove all hazardous liquids, solids and related material(s) from the county right of way and when directed by King County staff, from private property.

### **5.3 Site cleanup limit**

The dollar limit per site response and cleanup request is \$5,000.00. King County will not authorize payment for any invoice exceeding \$5,000.00 without pre-approval by authorized King County personnel.

### **5.4 Contact Information**

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. Unless otherwise requested, letters and other transmittals pertaining to this ITB will be issued either to the e-mail address noted in our files, or after submittal, noted in the table provided in the Contractor Facility Information provision of Section 6.

### **5.5 Contractor Requirements**

A. The contaminated material or waste accepted by the Contractor shall be treated through thermal desorption methods or bioremediation by preference, and by other accepted industry standards when needed. After the material is treated, it shall meet Washington Model Toxics Control Act (MTCA) Method A cleanup standards and local Health Department criteria for unregulated waste that can be used as "clean fill," and/or otherwise used in a manner consistent with Federal, State, and local regulations.

#### **B. Compliance with Regulations**

While performing work covered under the contract, the selected bidder shall be responsible for compliance with all applicable laws, rules and regulations, as may be amended and re-authorized, and any standards and regulations which are promulgated there under, including but not limited to:

1. Federal Occupational Safety and Health Act of 1970, with particular attention to the requirements of 29 CFR 1910.120.
  2. Washington Industrial Safety and Health Act of 1972, with particular attention to the requirements of WAC 296-62, Part P (Hazardous Waste Operations and Emergency Response).
  3. Federal Resource Conservation and Recovery Act of 1976.
  4. Washington State Hazardous Waste Management Act of 1976.
  5. Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980.
  6. Washington Model Toxics Control Act of 1988.
  7. Hazardous substance Transportation Regulations (49 CFR).
  8. Provisions of RCRA and any federal or state statute governing the transportation, treatment, storage and disposal of hazardous waste, hazardous substances and Oil Spill Waste.
- C. Contaminated water and other liquids shall be treated by separate process reclaiming, recycling or disposing of the waters and liquids in a legally approved manner.
- D. The Contractor accepting these materials shall have all necessary federal, state, local governmental and regulatory permits, licenses and approvals (hereinafter called "permits") for the recycling process identified herein.
- E. The Contractor shall handle, process, and/or dispose of materials in full compliance with their permits.
- F. Upon request from the County, Contractor shall enter into subcontracts for analytical testing to assist in determining the proper characterization of the waste for documentation purposes.
- G. In the event the County requires the Contractor to test the materials, the County will reimburse the Contractor for an amount not to exceed the direct charge by the 3rd party lab plus the markup listed on the pricing page. Invoices from the 3rd party testing facility shall accompany any reimbursement request of this nature. In the event the test results indicate the material is unacceptable for treatment or recycling, the County will be responsible for the disposal of the material.
- H. The Contractor shall provide test results or other documentation for contaminated solids, which evidences that the treated material meets the MTCA cleanup standards and applicable health department requirements on a use basis. This may be in the form of a certificate or manifest.
- I. The Contractor shall be responsible for compliance with all regulatory agencies. The contract shall not be construed to waive any rights of the County, nor impose any additional duties on the County, nor relieve the Contractor of any legal or compliance obligation. In addition, the contract shall not limit the County's review, receipt, acceptance or approval of information from the Contractor or others.

- J. The Contractor shall have the equipment, personnel and training needed to perform this operation. Vacuum Flush Trucks shall be grounded in order to prohibit static electrical discharges.
- K. Testing and sampling for water and solids cleanup and disposal shall be in accordance with applicable Washington State regulations including but not limited to, Dangerous Waste (Chapter 173-303 WAC) or Model Toxics Control Act (MTCA) standards for legal cleanup and disposal of the generated waste.
- L. The County will be responsible for any hazardous waste reporting under its WAD ID Number.
- M. The Contractor shall perform the following:  
Cleanup:
  - 1. Removal of contaminated liquids on site and any contaminated solids located at the spill site. This will include the removal and disposal of any spill containment devices (socks, personal protective equipment, etc.) from site.
  - 2. Testing shall be conducted within five (5) working days after receipt of an order.
  - 3. Disposal shall be within four (4) days after pickup unless initial testing contra-indicates disposal.
  - 4. Documentation detailing the work performed shall be completed and submitted to King County two (2) weeks after completion of the work.
- N. The Contractor may charge the County for any equipment, personnel, and items deemed necessary for completing the cleanup. Charges for these items shall be at the rates attached by the Contractor in the Bid Response Section. The County shall be the sole judge in determining the necessity of these charges.
- O. Contractor shall assume title and responsibility of materials upon removal from work site until title and responsibility transfer at a permitted disposal facility. Contractor shall provide appropriate manifests transferring title and responsibilities.
- P. The Contractor shall provide, upon request, services and products to restore damaged areas. The County shall determine in advance, any work done under this paragraph. If a 3rd party Contractor is utilized, the County will reimburse the Contractor for an amount not to exceed the direct charge by the 3rd party Contractor plus the markup listed in the attached pricing page.

## **5.6 Permit Submittal**

Prior to contract award and upon notification by the County, the successful Bidder shall submit copies of their permits within five (5) days. During the contract term, the Contractor shall notify the County within twenty-four hours of any permit changes.

## **5.7 Facility/Equipment Inspection**

The County reserves the right to inspect the Contractor's facility and the equipment that will be utilized during the performance of the contract. This inspection may occur at any time during the bid process and the contract term.

## 5.8 Material Samples

Prior to award of contract, bidder(s) may be required to treat a sample load of the materials, as provided by the County, and provide a sample of the treated material to the County. The County will test the sample to demonstrate treatment effectiveness according to the requirements of this specification. If the sample does not meet the specified requirements of this Invitation to Bid the Contractor will be considered non-responsive and their bid will be rejected.

Sample material provided to the Contractor shall become Contractor's property.

## 5.9 Contractor Response Requirements

- A. The Contractor shall be available to respond to requests twenty-four (24) hours a day, 365 days a year. **A hotline phone number must be provided.**
- B. The Contractor shall be on-site within two (2) hours of notification by King County.
- C. The Contractor shall treat through appropriate recycling process within 30 days.

## 5.10 Contractor Qualifications

The Contractor shall be actively engaged in the field of spill response and treatment, and be able to demonstrate their competence and experience to perform services.

## 5.11 Safety Standards

All equipment utilized in the work performed shall be in full compliance with state, local and federal regulations.

The Contractor shall have a written Health and Safety Plan in place pertaining to the work defined in this invitation to bid. All staff and site visitors shall regularly review the plan.

The Contractor shall be solely responsible for pedestrian and vehicular safety and control and shall provide the necessary warning devices, barricades, and ground personnel needed to provide safety, protection, and warning to persons and vehicular traffic within the work site.

Closure of public streets shall not be permitted unless prior arrangements have been approved by King County Roads. Traffic control is the responsibility of the Contractor and shall be accomplished in accordance with State, County, and Local Highway Construction Codes.

The Contractor's core employees shall attend Link Light Rail Right of Way training annually. To schedule Right of Way training, Contractor shall send an email request with a list of employees requiring training to the following email: [trackaccesstraining@soundtransit.org](mailto:trackaccesstraining@soundtransit.org)

Contractor's employees shall be escorted by a King County Metro designated employee when performing work in the Trackway or Right of Way. A job briefing must be held prior to engaging in work within the Right of Way.

## 5.12 Stop Work Notice

Any hazardous practice as determined by the County shall be immediately discontinued by the Contractor upon receipt of either written or oral notice from the County to discontinue such practice.

### **5.13 Cleanup**

All debris from spills shall be cleaned-up each day before the work crew leaves the site, unless otherwise authorized by the County. Recycling/processing shall be at a legal site with the proper permits for handling such waste. In addition, the County shall require verification that the material was hauled to the site specified and destroyed or recycled.

### **5.14 Scheduled Working Hours**

Scheduled work shall be performed by the Contractor between the hours of 7:00 A.M. and 6:00 P.M. Monday through Friday and/or 8:00 A.M. and 6:00 P.M. weekends. King County may authorize work outside these hours when necessary for response.

### **5.15 License and Permits**

The Contractor shall, at their expense, obtain all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall provide any and all necessary formal notices to the requesting agency as required in conjunction with the execution of work described in this Invitation to Bid (e.g. requests from EPA).

### **5.16 Subcontracts**

The Contractor shall not subcontract work under this contract unless written approval is granted by the County. The Subcontractor, as approved, shall be bound by the conditions of the contract between the County and the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

### **5.17 Work Crew Supervision**

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the County. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create a potential personal injury or safety hazard.

### **5.18 Work Plan**

Bidders shall include with their bid response, a comprehensive work plan addressing how the Bidder plans to perform emergency response and clean-up of hazardous materials. The plan should indicate the Bidder's ability to address the following criteria.

- A. Call out procedures
- B. Radio and phone communication capabilities
- C. Personal Protective Equipment response capabilities (Level A, B & C, etc.)
- D. Air monitoring instrumentation
- E. Sampling & categorizing unknown products
- F. Clean-up equipment inventory (to include oil spills to water)
- G. Reports and documentation of responses
- H. Minimizing disposal costs through recycling

**SECTION 6 Bid Response**

**6.1 Rules of Price Evaluation**

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted. Bidder(s) shall provide pricing for all items listed in the Pricing Section to be considered responsive.

**6.2 Contractor Facility Information**

<b>Bidders shall state below all their yard locations for services defined in this Invitation to Bid.</b>	
<b>Site 1: Location Name:</b>	<u>Clean Harbors Kent, WA</u>
<b>Street Address:</b>	<u>26328 79th Avenue South</u> <u>Kent, WA 98032</u>
<b>Contact Name, Title, Phone, E-mail address</b>	<u>Brian Russo, Account Manager</u> <u>503.260.3726</u> <u>russob@cleanharbors.com</u>
<b>Normal Operating Hours:</b>	<u>0700-1800</u>
<b>Phone Number (Business):</b>	<u>253.638.3540</u>
<b>Phone Number (After Hours):</b>	<u>800.645.8265</u>
<b>Treatment Method:</b>	<u>Spill team dispatch site</u>
<b>Site 2: Location Name:</b>	<u>Clean Harbors Clackamas, OR</u>
<b>Street Address:</b>	<u>14434 SE Industrial Way, Bldg C</u> <u>Clackamas, OR 97015</u>

<b>Bidders shall state below all their yard locations for services defined in this Invitation to Bid.</b>	
Contact Name, Title, Phone, E-mail address	<u>Brian Russo, Account Manager</u> <u>503.260.3726</u> <u>russob@cleanharbors.com</u>
Normal Operating Hours:	<u>0700-1800</u>
Phone Number (Business):	<u>503.785.0404</u>
Phone Number (After Hours):	<u>800.645.8265</u>
Treatment Method:	<u>Backup dispatch site</u>

**6.3 Prompt Pay Discount**

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- A. The date printed on the invoice is more than three days earlier than the invoice receipt date;
- B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- C. An invoice is received prior to receiving goods ordered.

**Prompt pay discount offered**      None % - None Days, Net N/A

**6.4 Pricing**

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail. The following is a representative list of quantities for labor, equipment, and material classifications that may be needed over the course of the contract. Bidders shall provide a separate attachment, which the County may evaluate in determination of low bid, for any other labor, equipment, or material classifications the County could be charged in the performance of this contract.

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Total
<b>Labor</b>					
1	8	Hour	Driver	\$45.00	\$360.00
2	8	Hour	Equipment Operator	\$45.00	\$360.00
3	8	Hour	Field Supervisor	\$50.00	\$400.00
4	8	Hour	Flagger	\$35.00	\$280.00
5	4	Hour	Project Manager	\$55.00	\$220.00
6	8	Hour	Technician - Hazwoper	\$40.00	\$320.00
<b>Equipment</b>					
7	4	Hour	Backhoe	\$31.00	\$124.00
8	4	Hour	Backhoe Attachment	\$29.00	\$116.00
9	8	Hour	Dump Truck, 10 YD	\$35.00	\$280.00
10	4	Hour	Excavator	\$57.00	\$228.00
11	4	Hour	Excavator Attachment	\$20.00	\$80.00
12	4	Hour	Loader	\$58.00	\$232.00
13	4	Hour	Pressure Washer, 3000 psi	\$20.00	\$80.00
14	8	Hour	Vacuum type Loader Truck	\$40.00	\$320.00
15	4	Hour	Vactor/Jetter – Combo	\$75.00	\$300.00
16	8	Hour	Van, Hazmat Emergency Response	\$9.50	\$76.00
<b>Material</b>					
17	100	Gallon	Non-dangerous contaminated liquid	\$1.50	\$150.00
18	100	Gallon	Dangerous contaminated liquid, (under WAC 173-303-100)	\$3.00	\$300.00
19	25	Ton	Non-dangerous contaminated solid	\$150.00	\$3,750.00

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Total
20	1/4	Ton	Dangerous contaminated solid (under WAC 173-303-100)	\$ 320.00	\$ 80.00
21	100	Gallon	Antifreeze	\$ 0.60	\$ 60.00
<b>Lab Testing and 3rd Party Contractor</b>					
22	250	Dollars	Percent markup over direct charge from Lab	%	\$ 275.00 (10%)
23	50	Dollars	Percent markup over cost for utilization of 3rd party Contractors under paragraph 5.5 P	%	55.00 \$ (10%)
<b>Total Bid Amount</b>					<b>\$ 8,446.00</b>

### 6.5 References

List the names and addresses of four (4) customers, for whom the bidder has performed similar services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. References must be submitted with bid.

Company Name: Pacific Steel & Recycling  
Company Address: 1114 N Ralph Street, Spokane  
Company Phone: 406.731.8500  
Contact Person: Kirby Farner  
Dates: August 12, 2015

Company Name: Granite Construction  
Company Address: 614 Division Street, Port Orchard  
Company Phone: 360.337.5777  
Contact Person: Gregg Kanyer  
Dates: July 30, 2015

Company Name: Overlake Hospital  
Company Address: 1035 116th Ave, Bellevue  
Company Phone: 425.688.5020  
Contact Person: Nick Barrett  
Dates: April 1, 2015

Company Name: McFarland Cascade  
Company Address: 1640 E Marc St, Tacoma  
Company Phone: 253.597.3319  
Contact Person: Ted Smith  
Dates: April 30, 2015

**SECTION 7 Bid Opening Label**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

**URGENT – SEALED BID ENCLOSED**  
**Do Not Delay – Deliver Immediately**



**King County**

**King County**  
**Procurement and Contract Services Section**  
Chinook Building, 3<sup>rd</sup> FL  
CNK-ES-0340  
401 Fifth Avenue, Seattle, WA 98104

**Bid No.:** 1206-15-LSM

**Bid Title:** Emergency Spill Response and Cleanup Service

**Due Date:** 08/20/2015

**Vendor:** Clean Harbors Environmental Services, Inc.

**URGENT**

**URGENT**



# KING COUNTY WA

## Emergency Response Rates

	UOM	RATES
<b>Field Personnel</b>		
Chemist	HR	\$67.00
Site Safety Officer	HR	\$108.00
Lead Chemist	HR	\$91.00
<b>Technical Personnel</b>		
Field Inspector	HR	\$62.00
Senior Mechanical Technician	HR	\$71.00
Associate Engineer	HR	\$72.00
Mechanic	HR	\$78.00
Welder	HR	\$78.00
Designer	HR	\$81.00
Wastewater Treatment Operator	HR	\$82.00
Field Engineer/Scientist/Geologist	HR	\$81.00
Senior Engineer/Scientist/Geologist	HR	\$90.00
Professional Engineer/LSP	HR	\$114.00
<b>Administrative/Managerial Personnel</b>		
On Site Administration	HR	\$53.00
Emergency Response Coordinator	HR	\$99.00
General Manager	HR	\$130.00
Per Diem / Subsistence	DAY	\$185.00



Emergency Response Rates

	UOM	RATES
<b>Heavy Duty Trucks</b>		
Box Truck	HR	\$62.00
Tractor Only, No Trailer	HR	\$57.00
Tractor w/Box Van	HR	\$74.00
Tractor w/Flatbed/Lowbed Trailer	HR	\$76.00
Tractor w/Dump Trailer	HR	\$80.00
Tractor w/Rolloff Trailer	HR	\$76.00
Rolloff Straightjob	HR	\$74.00
High Powered Vacuum Truck/Cusco	HR	\$103.00
Skid Mounted Vacuum System	HR	\$47.00
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$103.00
Tractor w/Liquid Transporter	HR	\$67.00
Tractor w/Vacuum Trailer	HR	\$76.00

**\*\* Decontamination of Vacuumed Trucks, Vactors, Cuscos, Trailers, etc. not included  
Some may require personnel entry, some may be deconned at a local truck wash.**

**Light Duty Truck/Response Equipment**

Pickup/Van/Car/Crew Cab	HR	\$19.00
Spill Trailer	DAY	\$176.00
Stake Body/Utility Truck	HR	\$34.00
Utility / Support Trailer	DAY	\$176.00

**Earth Moving Equipment**

Fork Attachment for Bobcat Loader	DAY	\$53.00
Bobcat Loader/Mini Excavator	HR	\$71.00
Sweeper Attachment for Bobcat Loader	DAY	\$128.00
Dozer, <100 HP	DAY	\$612.00

**Electric Power Tools**

1/2in Drill, Electric	DAY	\$39.00
Circular Saw, Electric	DAY	\$54.00
Mercury Vacuum	DAY	\$186.00
Reciprocating Saw (Sawzall), Electric	DAY	\$72.00
Wet Vacuum (Shop Vac)	DAY	\$39.00



**Emergency Response Rates**

	<b>UOM</b>	<b>RATES</b>
<b>Field Analytical</b>		
4 Gas/5 Gas Meter	DAY	\$161.00
Bailer & Sampling Equipment	DAY	\$54.00
Draeger Air Monitoring Pump	DAY	\$72.00
Explosion/Oxygen Meter	DAY	\$114.00
Geiger Counter Meter	DAY	\$142.00
Geoprobe	DAY	\$206.00
Hydrogen Cyanide Meter	DAY	\$117.00
Hydrostatic Tester	DAY	\$104.00
Interface Probe	DAY	\$114.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$462.00
Mercury Vapor Analyzer	DAY	\$236.00
Particulate Meter, Mini Ram or equivalent	DAY	\$114.00
Personal Air Pump Meter	DAY	\$54.00
pH Meter	DAY	\$54.00
PID Meter	DAY	\$114.00
Well Purging/Sampling Pump	DAY	\$54.00
<b>Gas Powered Tools</b>		
Brush Cutter/Power Broom	DAY	\$110.00
Chain Saw	DAY	\$110.00
Cutoff Saw (Demo)	DAY	\$118.00
<b>Hoses/Pipe</b>		
Hose - Chemical, 2 in X 20 ft	DAY	\$34.00
Hose - Chemical, 3 in X 20 ft	DAY	\$46.00
Hose - Chemical, 4 in X 20 ft	DAY	\$61.00
Hose - Flex, 4 in, per ft	FT	call
Hose - Flex, 6 in, per ft	FT	\$3.50
Hose - Lay Flat, 4 in X 25 ft	DAY	\$54.00
Hose - Lay Flat, 6 in X 25 ft	DAY	\$72.00
Hose - Suction, 2 in X 25 ft	DAY	\$28.00
Hose - Suction, 3 in X 25 ft	DAY	\$38.00
Hose - Suction, 4 in X 25 ft	DAY	\$54.00
Hose - Suction, 6 in X 25 ft	DAY	\$79.00
Wash Hose, 1/2in x 50ft	DAY	\$17.00



## KING COUNTY WA

### Emergency Response Rates

	UOM	RATES
<b>Marine Response Equipment</b>		
Airboat, Single Engine	DAY	\$1,080.00
Airboat, Twin Engine	DAY	\$3,150.00
Boat/Workskiff without Motor	DAY	\$128.00
Landing Craft (LCM), 26ft-29ft	DAY	\$855.00
Landing Craft (LCM), 30ft-34ft	DAY	\$1,080.00
Landing Craft (LCM), 35ft-45ft	DAY	\$1,620.00
Landing Craft (LCM), 46ft-75ft	DAY	\$4,320.00
Power Barge Boat, 26ft-30ft	DAY	\$990.00
Power Barge Boat, 30ft-42ft	DAY	\$1,800.00
Power Workboat, Fast Response, 12-14ft	DAY	\$269.00
Power Workboat, Fast Response, 15-17ft	DAY	\$321.00
Power Workboat, Fast Response, 18-22ft	DAY	\$537.00
Power Workboat, Fast Response, 23-26ft	DAY	\$675.00
Power Workboat, Fast Response, 27-36ft	DAY	\$855.00
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$707.00
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$4,928.00
Underwater ROV	DAY	\$1,130.00
Containment Boom - 10" Per Foot Per Day	FT	\$1.78
Containment Boom - 18" Per Foot Per Day	FT	\$1.99
Containment Boom - 24" Per Foot Per Day	FT	\$2.57
Containment Boom - 36" Per Foot Per Day	FT	\$2.88
Hydraulic Power Pack for Skimmer	DAY	\$198.00
Skim Pack Skimmer	DAY	\$146.00
Drum Skimmer (24in-36in)	DAY	\$565.00
Drum Skimmer, Double Barrel	DAY	\$855.00
Rotating Disc Skimmer Unit	DAY	\$735.00
Brush Skimmer	DAY	\$720.00
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$585.00
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$788.00
Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$698.00
Skimmer, Duck Bill	DAY	\$26.00
Weir Skimmer Unit	DAY	\$156.00
Rope Mop - 4" (Per Foot)	FT	\$27.00
Rope Mop - 9" (Per Foot)	FT	\$35.00
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$72.00
PFD Life Vest	DAY	\$24.00
Skimming Vessel Belt Drive Replacement	EA	\$1,172.00

\*\*\*\* Vessel costs include first tank of fuel only \*\*\*\*

\* Cost of Decontamination of Marine Response Equipment not included.

\* Replacement Skimming Belts will be priced on request as needed.



## KING COUNTY WA

### Emergency Response Rates

	UOM	RATES
<b>Pneumatic Power Tools</b>		
3/4in Drill, Rotary Hammer	DAY	\$82.00
Jackhammer, 40Lb	DAY	\$59.00
Jackhammer, 60Lb	DAY	\$74.00
Jackhammer, 90Lb	DAY	\$89.00
Pneumatic Chipping Gun	DAY	\$95.00
Steel Nibbler, Pneumatic	DAY	\$118.00
<b>Pressure Washing Equipment</b>		
1000psi Pressure Washer	DAY	\$90.00
2000psi Pressure Washer	DAY	\$99.00
2500psi Hot Water Pressure Washer	DAY	\$307.00
2500psi Pressure Washer	DAY	\$107.00
Nozzle - 2D Automated	HR	\$59.00
Nozzle - 3D Automated	HR	\$77.00
High Pressure Blaster - 10,000 PSI 150 HP	HR	\$64.00
High Pressure Blaster - 20,000 PSI 300 HP (10 GPM)	HR	\$126.00
High Pressure Blaster - 40,000 PSI 200 HP (6 GPM)	HR	\$149.00
<b>Respiratory Protection</b>		
2 Man Breathing System	DAY	\$260.00
4 Man Breathing System	DAY	\$330.00
Breathing Air Hose, 100ft	DAY	\$95.00
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$236.00
Respirator, Full Face	DAY	\$29.00
Self Contained Breathing Apparatus (SCBA)	DAY	\$236.00



**Emergency Response Rates**

	<b>UOM</b>	<b>RATES</b>
<b>Pumping/Transferring Pumps</b>		
Pump - Double Diaphragm, 1 in	DAY	\$88.00
Pump - Centrifugal, 2 in	DAY	\$99.00
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$164.00
Pump - Double Diaphragm, 2 in	DAY	\$124.00
Pump - Electric Submersible, 2 in	DAY	\$78.00
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$181.00
Pump - Diesel Lister, 3 in	DAY	\$139.00
Pump - Double Diaphragm, 3 in	DAY	\$139.00
Pump - Electric Submersible, 3 in	DAY	\$99.00
Pump - Double Diaphragm, 4 in	DAY	\$191.00
Pump - Electric Submersible, 4 in	DAY	\$144.00
Pump - Trash, 4 in	DAY	\$257.00
Pump - Hydraulic Transfer, 4 in	HR	\$32.00
Pump - Hydraulic Transfer, 6 in	HR	\$236.00
Drum Loader	DAY	\$155.00
Pump - Electric Drum	DAY	\$99.00
Pump - Hand	DAY	\$32.00
Drum Vacuum, Pneumatic	HR	\$29.00
<b>Site Support</b>		
150,000 BTU Portable Heater	DAY	\$245.00
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$72.00
Frac Tank, Double Walled	DAY	\$175.00
20,000 Gal Frac Tank	DAY	\$146.00
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$25.00
300 - 500 Gal Poly Storage Tank	DAY	\$38.00
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$87.00
Air Compressor 8-10 CFM	DAY	\$109.00
Air Compressor 175-185 CFM	DAY	\$245.00
ATV, 4X4 or 4X6	DAY	\$330.00
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$283.00
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$62.00
Carbon Filter System	DAY	\$225.00
Decontamination Trailer	DAY	\$165.00
Dewatering Box	DAY	\$155.00
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$67.00
Eyewash Station	DAY	\$48.00
Generator - 4,000 Watt	DAY	\$126.00
Generator - 5,000 Watt	DAY	\$142.00
Generator - 8,000 Watt	DAY	\$165.00
Generator - 12K Watt	DAY	\$225.00



# KING COUNTY WA

## Emergency Response Rates

	UOM	RATES
<b>Site Support</b>		
15 Gal HEPA Vacuum	DAY	\$155.00
Incident Command Unit	DAY	\$1,412.00
2 CU YD self dumping hopper	DAY	\$4.30
Intermodal Container	DAY	\$29.00
Intrinsically Safe Drop Light	DAY	\$95.00
Light Stand	DAY	\$95.00
Light Tower w/Generator	DAY	\$471.00
Office Trailer	DAY	\$104.00
Portable Boiler	DAY	\$819.00
Rolloff Container with Tarp & Bows	DAY	\$18.00
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$27.00
Decon Pool, 10ft x 10ft	DAY	\$135.00
Decon Pool, 20ft x 100ft	DAY	\$405.00
Decon Pool, 25ft x 50ft	DAY	\$270.00
Secondary Containment Unit	DAY	\$37.00
Halogen Spotlight	DAY	\$95.00
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$410.00
Vacuum Box, Watertight	DAY	\$104.00
On-site Van Trailer (Tractor not included)	DAY	\$181.00
Traffic Cone/Barricade Unit	DAY	\$1.50
Personnel Staging Tent, 20' x 30'	DAY	\$135.00
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$158.00
<b>** Spotting fee, Liners, Cleaning of Unit not included</b>		
<b>Specialty Equipment</b>		
Antiviral Disinfectant Fogger	DAY	\$158.00
Cutting Torch/Acetylene Torch	DAY	\$108.00
Electric Auger	DAY	\$67.00
Auger, Manual	DAY	\$59.00
Compactor	DAY	\$59.00
Walk Behind Concrete Saw	DAY	\$206.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$328.00
DBI/Rogliss Tripod	DAY	\$59.00
Digital Camera	DAY	\$78.00
Drum Crusher, Portable	DAY	\$410.00
Drum Tilter, Mechanical	DAY	\$155.00
Electric Blower	DAY	\$79.00
Fiber Optic Camera	HR	\$53.00
Fiber Optic Camera Truck	HR	\$135.00
Forklift, 2,000Lb Capacity	DAY	\$377.00
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY	\$405.00
Plasma Cutting Torch	DAY	\$214.00
Explosion Proof Pneumatic Fan Blower	DAY	\$79.00
Remote Drum Opener, Pnuematic	DAY	\$1,073.00
Sand Blaster and Hose	HR	\$27.00
Transit Set	DAY	\$113.00



**Emergency Response Rates**

	<b>UOM</b>	<b>RATES</b>
<b>Personal Protective Equipment (Per person per change out)</b>		
Level A w/ResponderPlus Suit/Changeout	EA	\$855.00
Level B w/CPF2 or Polytyvec/Changeout	EA	\$180.00
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$225.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$270.00
Level C w/CPF1,2 or Polytyvec/Changeout	EA	\$54.00
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$108.00
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$68.00
Modified Level D (Tyvec, Gloves and Boots)	EA	\$27.00
<b>Chemical Protective Garments</b>		
Kappler CPF1 Suit (Blue)	EA	\$31.00
Kappler CPF2 Suit (Grey)	EA	\$51.00
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$85.00
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$115.00
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$144.00
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$119.00
Chemrel Suit, Level C	EA	\$72.00
Nomex Suit and Hood	EA	\$50.00
Polycoated Rain Gear, 22mil	EA	\$18.00
Tyvec, Polycoat HD/BT	EA	\$18.00
Tyvec, Saranex	EA	\$52.00
Tyvec, White	EA	\$20.00
<b>Hand Protection</b>		
Gloves - 12 in PVC	PAIR	\$11.00
14in Neoprene Gloves	PAIR	\$13.00
14in Nitrile Gloves	PAIR	\$13.00
Gloves - 18 in PVC	PAIR	\$12.10
Cotton Winter Glove Liners	PAIR	\$6.00
Cut Resistant Gloves	PAIR	\$27.00
Latex Gloves	BOX	\$6.30
Gloves - Leather	PAIR	\$8.00
Puncture Resistant Gloves	PAIR	\$31.00
Silver Shield Gloves	PAIR	\$31.00
<b>Foot Protection</b>		
Non Steel Toe Chest Waders - Purchased	PAIR	\$203.00
Steel Toe Hip Boots - Purchase	PAIR	\$144.00
Disposable Boot Covers (Chicken Boots)	PAIR	\$12.50
Steel Toe Knee Boots	PAIR	\$72.00



**Emergency Response Rates**

	<b>UOM</b>	<b>RATES</b>
<b>Head / Facial Protection</b>		
16oz Eyewash	EA	\$20.00
Earplugs	PAIR	\$1.92
Face/Splash Shield	EA	\$20.00
First Aid Kit, 25 Person	EA	\$75.00
Bottled Water / Stress Relief (Case)	CA	\$23.00
<b>Respiratory Protection</b>		
Acid Cartridges	PAIR	\$27.00
Asbestos Cartridges	PAIR	\$27.00
Chlorine Cartridges	PAIR	\$27.00
Mercury Cartridges	PAIR	\$49.00
MSA Chemical Cartridge	EA	\$27.00
Organic Vapor Cartridges (No Dust)	PAIR	\$27.00
Organic Vapor/Dust Combination Cartridges	PAIR	\$46.00
<b>DOT Shipping Containers</b>		
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$27.00
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$31.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$20.00
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$31.00
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$20.00
10 Gal / 40 Litre Fiber Drum	EA	\$36.00
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$64.00
16 Gal / 70 L Closed Poly Drum	EA	\$55.00
16 Gal / 70 L Poly Drum 1H2/Y56/S	EA	\$58.00
16 Gal Fiber Drum	EA	\$27.00
20 Gal / 80 Litre Fiber Drum	EA	\$31.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$90.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$71.00
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$85.00
30 Gal / 120 Litre Closed Steel Drum, Reconded 1A1/Y1.4/100	EA	\$81.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$46.00
30 Gal / 120 Litre Poly Drum 1H2/Y142/S	EA	\$76.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$100.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$72.00
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$40.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$60.00
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$227.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$90.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$89.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$88.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$51.00
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$135.00
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$99.00
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$207.00
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	\$176.00



Emergency Response Rates

	UOM	RATES
<b>DOT Shipping Containers</b>		
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$243.00
95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$242.00
110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$410.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$139.00
1 Cubic Yard Supersac 13H2/Y/06	EA	\$74.00
Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$90.00
18x18x24in Nonhazardous Pathological Waste Box	EA	\$10.00
4ft Fluorescent Tube Box 4G/Y275	EA	\$23.00
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$55.00
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$80.00
8ft Fluorescent Tube Box 4G/Y275	EA	\$25.00
Waste Wrangler	EA	\$169.00
Asbestos Bag	EA	\$1.60
Drum Liners	EA	\$20.00
Drum Rings/Bolts/Gaskets	EA	\$27.00
Dump Trailer Poly Liner	EA	\$87.00
Filter/Liner for Filter Box	EA	\$321.00
Flexbin/Cubic Yard Box Liner	EA	\$27.00
Pathological Waste Bag	EA	\$6.10
Poly Sheet, 6mil 20ft x 100ft	EA	\$104.00
Rolloff Poly Liner	EA	\$71.00
Poly Bags, 6mil, per Roll	EA	\$153.00
Vacbox Liner/Bladder	EA	\$693.00
Hazardous Waste Labels	EA	\$1.30
Labels - DOT	EA	\$1.50
<b>Absorbent Materials</b>		
Absorbent Boom, 3in x 4ft	EA	\$8.00
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$139.00
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$223.00
Absorbent Pad (101 Grade) 100/bale	BALE	\$115.00
Absorbent Roll, 38in x 144ft	EA	\$163.00
Absorbent Rug, 36in x 300ft	EA	\$270.00
Absorbent Sweep, 17in x 100ft	BALE	\$144.00
Activated Carbon for Water treatment systems	LBS	\$3.10
Corn Cob Absorbent 40lb / 18 kg bag	BAG	\$17.00
HGX Absorbent (Mercury absorbent)	LBS	\$18.00
Oil Snare, Loose in Bag	BOX	\$60.00
Oil Snare, on a Line, 50ft	EA	\$88.00
Poly Absorbent, 20 lb / 23 kg	BAG	\$95.00
Rags, 50 lb / 23 kg	BOX	\$55.00
Saw Dust, 20 lb / 9 kg	BAG	\$10.00
Speedi Dry	BAG	\$12.00
SPI Solidification Particulate (Oil Bond)	LBS	\$18.00
SPI Waterbond	LBS	\$16.00
Vermiculite 4 cuft / 3 cubic meter	BAG	\$43.00



Emergency Response Rates

	UOM	RATES
<b>Degreasers &amp; Neutralizing Agents</b>		
Antiviral Disinfectant Solution	GAL	\$41.00
142 Solvent	GAL	\$11.00
Antifreeze, Concentrate	GAL	\$5.80
Capsur	GAL	\$153.00
Cirtic Acid Solution, 15%	GAL	\$7.00
Citrus Cleaner Degreaser	GAL	\$55.00
Diesel Fuel for Off-Road Use	GAL	CALL
Hydrated Lime, 50 lb / 23 kg	BAG	\$8.00
Hydrochloric Acid	LBS	\$3.60
Penetone Degreaser	GAL	\$30.00
Pink Stuff Degreaser	GAL	\$20.00
Sanimate Degreaser	GAL	\$20.00
Simple Green Degreaser	GAL	\$31.00
Soda Ash, 100 lb / 45 kg	BAG	\$47.00
Sodium bisulfate 50 lb / 23 kg	BAG	\$109.00
Sodium Hypochlorite, 15% (Bleach)	GAL	\$9.00
<b>Sampling And Lab Supplies</b>		
8oz Sample Jars	EA	\$14.00
CHLOR-D-TECT 4000 Test Kit (Halogens)	EA	\$27.00
CHLOR'N'OIL Test Kit 0-50ppm PCB	EA	\$36.00
Draeger Tube	EA	\$27.00
pH Paper, 1-14/Roll	EA	\$17.00
Sample Tube	EA	\$17.00
<b>Marine Equipment</b>		
3/8in Unguarded Galvanized Chain	FT	\$7.00
Anchor, 18Lb	EA	\$124.00
PFD Deck Suit	EA	\$609.00
PFD Safety Light	EA	\$27.00
1/2in Nylon Rope	FT	\$1.00
1/2in Poly Rope	FT	\$0.50
1/8in Poly Rope	FT	\$0.40



**Emergency Response Rates**

	UOM	RATES
<b>Hand Tool/Construction Accessories</b>		
16in Street Broom	EA	\$32.00
24in Floor Broom	EA	\$32.00
3 Gal Pump Spray Bottle	EA	\$49.00
3/8in Manilla Rope	FT	\$0.50
3/8in Manilla Rope Coil, 600ft	EA	\$149.00
3in Long Handle Scraper	EA	\$21.00
3in Scraper	EA	\$15.00
12in Metal Cutting Wheel Blade	EA	\$19.00
Caution Tape/Roll	EA	\$51.00
Chemical Tape/Roll	EA	\$46.00
Deck/Scrub Brush	EA	\$18.00
Disposable Hand Pump/Syphon Pump	EA	\$31.00
<b>Hand Tool/Construction Accessories</b>		
Duct Tape/Roll	EA	\$12.00
Extension Cord, 50ft	EA	\$51.00
Fence Stakes	EA	\$9.10
Fence, Slit 100ft	EA	\$129.00
Flat Shovel	EA	\$29.00
Garden Hoe	EA	\$27.00
Garden Rake	EA	\$27.00
Pitch Fork	EA	\$90.00
Plastic Shovel	EA	\$50.00
Sawzall Blade	EA	\$31.00
Shrink Wrap	ROL	\$44.00
Small Sledge Hammer	EA	\$36.00
Snow Fence/Safety Fence, 50ft	EA	\$70.00
Spaded Shovel	EA	\$32.00
Squeegee	EA	\$34.00
<b>Miscellaneous</b>		
Filter Bags - 25 Micron Nominal	EA	\$9.00
Acetylene Bottle	EA	\$41.00
Breathing Air Bottle Refill	EA	\$27.00
Collection Jar for Mercury Vacuum	EA	\$40.00
Dump Truck Tarp	EA	\$327.00
Filtration Bag for Mercury Vacuum	EA	\$27.00
Hand Cleaner	EA	\$30.00
Rolloff Bow	EA	\$38.00
Rolloff Tarp	EA	\$377.00
Misc. Handtools	DAY	\$31.00
<b>Waste Material Approval</b>		
Profile Approval Fee (No Sample)	EA	\$68.00
Sample & Profile Approval Fee	EA	\$99.00



## Emergency Response Rates Pricing Conditions

1. All labor, equipment, materials and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of Clean Harbors' method of acquisition. Any items not described in this Schedule of Rates which are acquired by Clean Harbors shall be invoiced at Clean Harbors' cost plus a markup of Fifteen percent (15%). (Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals.) The Schedule of Rates includes the cost of Clean Harbors basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work will be added to the project scope and the client will be invoiced at cost plus a markup listed above.
2. Lodging and subsistence for Clean Harbors personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from the employee's normal operations center and when overnight accommodations are required. The rate is outlined in the labor section of this document. When overnight accommodations are not required but work exceeds 12 hours, \$40.00 per day per person may apply to cover meals and incidentals.
3. At its sole discretion, Clean Harbors will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
4. Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
5. Clean Harbors' normal employee workday is 7:00 am to 3:30 pm, Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day. All time will be based upon a 24 hour day.
6. All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all hours worked all day Saturday are considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel.
7. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving. When local laws or regulations recognize additional holidays or when local laws or regulations define premium hours in excess of this definition, Clean Harbors will invoice in accordance with local laws or regulations.
8. All emergency call-outs (i.e., less than 24-hour notice) will be subject to a minimum four (4) hour response charge or \$2000.00 minimum charge, whichever is greater. Minimum charges do not apply to Transportation and Disposal.
9. Charges for Safety Plans are assessed on all projects involving OSHA regulated substances or when required by the Customer or other Agency. In some instances a Site Safety Officer charge will apply per hour to create and administer the Safety Plan.
10. A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the entire invoice, excluding sales tax.
11. Unless specifically notated, these rates do not apply to any projects with Prevailing Wage requirements. Any Prevailing Wage rates will be negotiated on a case-by-case basis.
12. Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
13. Unless specifically notated in the equipment description, all equipment rates are un-operated.
14. All waste disposal from project and or response activities will be charged additionally to the rates lists herein. A Waste Document Preparation Fee of \$125 per day will apply to any work generating waste. The fee includes labels, manifests/bills of lading and profiles.
15. Standby charges will be negotiated on a case-by-case basis.
16. Clean Harbors guarantees to hold prices firm for 60 days.



August 18, 2015

King County  
Procurement Services Section  
Chinook Building, 3<sup>rd</sup> Floor  
401 Fifth Avenue  
Seattle, WA 98104

Attn.: Linda McKinly, Buyer

**Reference: ITB 1206-15-LSM, Emergency Spill Response and Cleanup Service**

Dear Ms. McKinly,

Enclosed is Clean Harbors Environmental Services (“Clean Harbors”) response to the above referenced Invitation to Bid.

Clean Harbors Environmental Services is fully capable of providing service under this contract and is in fact your ideal spill response management partner. By choosing Clean Harbors as its service provider, King County will benefit by:

- Gaining access to 51 Clean Harbors permitted waste treatment facilities, the largest network of sites in North America.
- Receiving service from our local Field Services office in Kent, WA, located in the heart of King County.
- Reducing its liability exposure by working with the most financially secure company in the industry, and limiting exposure to 3<sup>rd</sup> party liabilities in the final treatment of its wastes.
- Gaining access to the most complete network of related services such as waste disposal, remediation services and on-line real-time waste tracking.

Clean Harbors would like to recommend changes to two of the contract terms. Our recommended revisions are provided on the following pages, and we look forward to discussing the proposed changes with you.

We are confident that you will determine that Clean Harbors Environmental Services is the best qualified to provide the City of New Haven with the highest level of technology and service available in the industry, at highly competitive prices. Your Account Manager, John Mullen, phone (860) 883-3022 will address any questions or assist you in coordinating services.

Sincerely,

Brian Ebert  
Senior Proposal Manager

### **3.10 Indemnification and Hold Harmless**

CUSTOMER shall indemnify, defend and hold harmless CONTRACTOR, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, any bodily injury to or death of any person or destruction of or damage to property which CONTRACTOR may suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of CUSTOMER, its employees or agents or the failure of CUSTOMER to comply with any laws, regulations or other lawful authority or the failure of CUSTOMER to comply with its duties or obligations under this Agreement; except to the extent such liabilities, claims, demands and causes of action result from CONTRACTOR's failure to comply with any laws, regulations or lawful authority, or CONTRACTOR's failure to comply with its obligations under this Agreement or result from the negligence or willful misconduct of CONTRACTOR, its employees or agents. In addition, the Contractor shall assume the defense of the County and Sound Transit and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County and/or Sound Transit on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County and Sound Transit by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County and Sound Transit only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County and/or Sound Transit incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

In the event the County and/or Sound Transit incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Contractor. In addition King County and Sound Transit shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

Notwithstanding the foregoing, CUSTOMER shall indemnify, defend and hold harmless CONTRACTOR, its parent and affiliated companies and their respective directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action for pollution damages; contamination or

adverse effects on the environment; destruction of, damage to, or loss of, whether actual or alleged, any property or natural resources, including the cost of assessing the damage; injury to or economic losses resulting from destruction of real or personal property; damages for loss of subsistence use of natural resources; damages equal to the loss of profits or impairment of earning capacity due to the injury, destruction or loss of real property, personal property or natural resources; damages for net costs of providing increased or additional public services; removal costs; and any other costs assessable under the Oil Pollution Act of 1990, the Comprehensive Environmental Response, Compensation and Liability Act or other local, state or Federal law or lawful authority applicable to discharges or releases of oil or hazardous substances which CONTRACTOR, individually or collectively, may suffer, incur, or pay out in connection with, or arising out of the release of oil or hazardous substances by CUSTOMER; provided, however, that the foregoing indemnity shall not apply to any claims, liabilities or causes of action caused by the transportation or disposal of waste materials by CONTRACTOR

### **3.17 Industrial and Hazardous Waste**

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

CUSTOMER shall provide full and complete information regarding its requirements for the Services. CUSTOMER shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to CONTRACTOR. CUSTOMER represents and warrants to CONTRACTOR that CUSTOMER has the requisite legal right, title, and interest necessary to provide access to the job site. In the event subsurface or latent conditions at the work site materially differ from those indicated in the contract documents or if the latent or subsurface physical conditions are of an unusual nature not ordinarily found to exist in environmental service activities identified in the contract documents, the CONTRACTOR shall be entitled to an equitable adjustment of the Contract price and time.

CUSTOMER shall designate a representative who shall be fully acquainted with the Services to be provided hereunder and who shall be authorized to approve changes in the Services; render decisions promptly; authorize commitments and expenditures on behalf

of CUSTOMER; approve CONTRACTOR's daily worksheets and to accept, verify and approve CONTRACTOR's invoices.

CUSTOMER shall be responsible for repairs to all private property, roadways, structures and rights-of-way resulting from CONTRACTOR's reasonable use thereof.

CUSTOMER agrees that CONTRACTOR shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by CONTRACTOR, its employees, agents and/or subcontractors.

## McKinly, Linda

---

**From:** McKinly, Linda  
**Sent:** Thursday, August 27, 2015 9:18 AM  
**To:** 'Schultz, Paul D'  
**Cc:** Russo, Brian; EBERT, BRIAN JAMES  
**Subject:** RE: ITB 1206-15-LSM Emergency Spill Response and Cleanup Service

Paul,

Thank you for your response. I will contact Brian next week to begin the contracting process.

Linda

---

**From:** Schultz, Paul D [<mailto:schultz.paul@cleanharbors.com>]  
**Sent:** Wednesday, August 26, 2015 12:24 PM  
**To:** McKinly, Linda  
**Cc:** Russo, Brian; EBERT, BRIAN JAMES  
**Subject:** ITB 1206-15-LSM Emergency Spill Response and Cleanup Service

Linda,

We had a conference call today to discuss the email you sent to Brian Russo, 8/24/15, regarding our proposal and our recommended changes to King County's contract terms. We have agreed to withdraw our suggested contract changes and are excited to move forward with this opportunity into the contract phase. Hopefully this email will suffice as an adequate response for your records, but if you need something more formal, please let me know at your earliest convenience and we will provide it.

Brian Russo is currently on vacation through the end of the week so until his return, please feel to contact myself with anything you need.

Thank you

***Safety Starts with Me: Live It 3-6-5***

Paul D Schultz  
District Sales Manager  
Clean Harbors Environmental Services  
Pacific NW, AK and Pacific Islands  
206 304 6273  
[schultz.paul@cleanharbors.com](mailto:schultz.paul@cleanharbors.com)



# Emergency Spill Response and Cleanup Service

Invitation to Bid Number 1206-15-LSM

King County Procurement and Contract Services Division



Presented By:



Clean Harbors Environmental Services  
26328 79<sup>th</sup> Avenue South  
Kent, WA 98032  
503.260.3726



King County Procurement and  
Contract Services Division  
401 Fifth Avenue, Chinook  
Building 3<sup>rd</sup> Floor  
Seattle, WA 98104  
206.263.9400



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## **WORK PLAN**

### **Program Management**

Typical emergency responses can include manhole responses, punctured lines, tank overflows, and saddle tank spills. On a major and catastrophic scale, Clean Harbors typically handles tanker truck rollovers, ship groundings, and facility releases. Working under all local, state, provincial and federal agency guidelines (EPA, OSHA, USCG, etc.), typical emergency response actions coordinate the services of different divisions including containment and control procedures, analytical testing and assessment, neutralization and treatment, and collection and transportation of the waste substances to an appropriate treatment or disposal facility. Depending on the severity of the release, such as those that impact a waterway or sensitive area, Clean Harbors can also provide long-term remediation or containment maintenance.

Clean Harbors will provide services to King County from its Regional Site Services Centers. The primary response center will be our office located in Kent, Washington in the heart of King County. In the event of a catastrophic event, support can also come from our additional office in Clackamas, Oregon located a short 180 miles from Seattle. The nearest Clean Harbors office can be reached by contacting 800-645-8265 twenty-four hours a day, 365 days a year. Clean Harbors is prepared and equipped to provide response to all collection incidents (utilizing an Incident Command System) from full Level A through Level D PPE protection requirements. Clean Harbors estimates that most responses to all areas of King County can be made in 2 to 3 hours, but cannot guarantee response times.

### ***Primary Response Office***

Clean Harbors Environmental Services, Inc.  
26328 79<sup>th</sup> Avenue South  
Kent, WA 98032  
24 Hour Phone: 800-645-8265

### ***Additional Support Offices***

Clean Harbors Environmental Services, Inc.  
14434 SE Industrial Way, Building C  
Clackamas, OR 97015  
24 Hour Phone: 800-645-8265

### **Project Staff**

Clean Harbors 24 hour emergency response number is 800-645-8265. The Clean Harbors Account Manager and Project Manager will have primary responsibility for providing services under the contract. Clean Harbors Kent office is staffed with 14 full time, highly trained and experienced responders.

### ***King County Account Manager***

Brian Russo  
Clean Harbors Environmental Services, Inc.

19320 Des Moines Memorial Drive  
SeaTac, WA 98148  
503-260-6726

***King County Program Manager***

Paul Davis  
Clean Harbors Environmental Services, Inc.  
26328 79<sup>th</sup> Avenue South  
Kent, WA 98032  
253-638-3540

**Call Out Procedures, Reports and Disposal**

**For spills and incidents, generally the procedure would be as follows:**

1. The initial call comes to Clean Harbors 24 hour 800-645-8265 number, or to the direct service center during normal business hours.
2. The Clean Harbors response hotline attendant routes the call to the Clean Harbors response center.
3. The assigned Clean Harbors Program Manager (PM) takes the call and information.
4. The CH PM calls and verifies information with person on site.
5. The CH PM mobilizes the local Clean Harbors Field Services office to respond to spill or release.
6. If necessary CH PM calls regulatory agency regarding spill or release. CH PM handles any paperwork associated with spill or release with regulatory agency.
7. The CH PM manages activities of service staff during clean up.
8. The CH PM follows up with service staff regarding the completion of the clean up.
9. The CH PM reviews written report (if needed) of spill response.
10. The CH PM handles disposal of waste with approved facility.
11. The CH PM prepares an incident summary for King County in accordance with bid reporting requirements.

**Radio and Phone Communications Capabilities**

Clean Harbors Site Services crews are equipped with a full compliment of communications equipment. Each office can be contacted at the numbers identified earlier in the bid or through our 24 hour number at 800-645-8265. In addition each Site Services staff member is provided a cellular phone that also functions as a two way radio. When you choose Clean Harbors as your spill response partner you will always be able to contact the appropriate personnel.

**Personal Protective Equipment Response Capabilities**

Clean Harbors has the depth and resources to rapidly deploy personnel and equipment to respond to emergency situations of any magnitude. Our experienced 40-hour trained and certified workers operate on a 24-hour basis from our response centers and are equipped and capable of responding to a spill utilizing any level of PPE from level A through level D.

**Air Monitoring Instrumentation**

Each Clean Harbors response office is equipped with the necessary material to provide thorough spill response services. Clean Harbors Kent office has two each MSA 5 gas detection meters in inventory, and the Clackamas office utilized two each 5 gas/PID meters, a 4 gas meter, and a Lumix mercury meter. Any other monitoring equipment required for performance is available to us through one of our national rental agreements.

**Unknown Identification and Categorization**

The safe and economical disposal of unknown chemicals is an ever-present problem for spill cleanup or abandoned waste collection programs.

Clean Harbors has specially trained personnel to perform unknown characterizations on-site using a variety of analytical test methods. Clean Harbors will set aside an area designated for the classification of unknown compounds. Clean Harbors' staff will perform quantitative and qualitative tests to determine the physical and chemical properties of each unknown compound.

These "fingerprint" tests determine whether the compound is acidic, basic, water reactive, a cyanide compound, a sulfide compound, an oxidizing agent or a combination of hazards. Once these properties are determined, chemicals with similar hazards will be packaged together for incineration. Clean Harbors staff must wear a respirator at all times in addition to the standard PPE requirements: tyvek, chemical resistant gloves, chemical resistant boots, and safety glasses.

After categorization and proper packaging, the wastes will be routed to the most appropriate waste disposal facility or recycling center.

**Equipment Inventory**

The following pages display a list of the number of personnel for each response location as well as a summary of the primary response equipment available for each site. In addition to the equipment listed, Clean Harbors has multiple national contracts in place to give us around the clock access to any additional specialty equipment needed for a response.

<b>KENT, WA SERVICE CENTER</b>	<b>47 N 122 W</b>	<b>24-Hr. # 253.639.4240</b>
<b>26328 79th Avenue South</b>		<b>24-Hr. # 800.645.8265</b>
<b>Kent, WA 98032</b>		<b>Fax # 253.639.4249</b>

Kelly D. Ottmar, Field Services General Manager

EPA / Federal ID #:

WAH  
000035842

**Personnel Authorized to release equipment / materials / manpower, etc:**

Kelly D. Ottmar  
James Tuupo  
Mel Frank  
Timothy Jacobson

Ken Montgomery  
Nathan Gregg

**40-Hour OSHA Trained Personnel:**

Field Project Manager	2
Supervisor	1
Foreman	3
Equipment Operator	3
Field Technician	5

<b>Equipment List</b>				
<b>Item Description / Manufacturer</b>	<b>Location</b>	<b>Capacity / Size / Key Features</b>	<b># of Units</b>	<b>A T P D</b>
<b>(1) Vessels &amp; Marine Support Equipment</b>				
Power Workboat, Workskiff Barge	Kent	24, 115 HP, V439	1	Y Y N N
<b>(2) Motor Vehicles &amp; Vacuum Equipment</b>				
Tractor	Kent	Wet Kit	5	Y Y N N
Tractor	kent	sleeper	5	Y Y N N
High Powered Vacuum Truck, Cusco	Kent	250 GPM, 3000 Gal Capacity	1	Y Y N N
Vacuum Tanker	Kent	5000 gal Capacity, Off Spec	2	Y Y N N
Vacuum Tanker	Kent	5000 gal Capacity stainless	1	Y Y N N
Vacuum Truck	Kent	3000 gal Capacity	1	Y Y N N
Van Trailer	Kent	24' box van class B	4	Y Y N N
Combo Jetter	Kent	Vactor	1	Y Y N N
Roll Off Trailer	Kent		4	Y Y N N
Crew Cab Pickup	Kent	3 quarter ton	4	Y Y N N
Stake Body/Utility Truck	Kent	F550	1	Y Y N N
Job Trailer	Kent	CH570	1	Y Y N Y
Boom Trailer	Kent	CH571	1	Y Y N N
Roll Off Container's	Kent	20yd, 25 yd, 40yd-Intermodal-Non Intermodal	104	Y Y N N
<b>(3) Pumps and Pressure Equipment</b>				
Hot Water Pressure Washer	Kent	3,000 PSI - Trailer Mounted	1	Y Y N N
Cold Water Pressure Washer	Kent	3,500 PSI	1	Y Y N N
Stainless Steel Diaphragm Pump	Kent	2" Chemical	1	Y Y N N
Diaphragm Pump	Kent	2" Oil	4	Y Y N N
Diaphragm Pump	Kent	1" Chemical	2	Y Y N N
Submersible Pump	Kent	1"	1	Y Y N N
Drum Vacuum	Kent		1	Y Y N N
Poly Pump	Kent	3"	1	Y Y N N
<b>(4) Oil Spill Containment Booms</b>				
Oil Containment Boom	Kent	18" Oil Containment, in trailer CH571	2500	Y Y N Y

Equipment List Cont.				
Item Description / Manufacturer	Location	Capacity / Size / Key Features	# of Units	A T P D
<b>(5) Environmental Monitoring Equipment</b>				
MSA 5-Gas Meter	Kent	5-Gas w/ Auto-Calibration System	2	Y Y N N
<b>(6) Recovery Equipment</b>				
Drum Skimmer, Crucial	Kent	24", Model # TDS 118 35 5, 35 GPM	1	Y Y N Y
<b>(7) Beach or Earth Cleaning and Excavating Equipment</b>				
<b>(8) Generators / Compressors / Light Towers</b>				
Portable Generator	Kent	6000 Watt	1	Y Y N N
Air Compressor	Kent	185 CFM	1	Y Y N N
<b>(9) Health and Safety Equipment</b>				
SCBA	Kent	MSA	3	Y Y N N
Extra Breathing Air Bottle	Kent	MSA	4	Y Y N N
Mechanical Extraction Device	Kent	DBI / SALA	2	Y Y N N
Air Blower	Kent	Allegro Axil Blower	1	Y Y N N
MSA Hip-Airs with 5 min escape bottles	Kent	MSA	2	Y Y N N
<b>(10) Communications</b>				
2 Way Radio / Cell Phone	Kent	Nextel	20	Y Y N N
Marine Radio	Kent		4	Y Y N N
<b>(11) Miscellaneous</b>				
Hose 2", 3"	Kent	Petroleum & Chemical	1,000'	Y Y N N
PPE Level B, C & D	Kent		350ea	Y Y N N

**Emergency Response Subcontractors**

**Hertz Equipment Rental**  
5055 4th Ave S  
Seattle, WA  
206-241-9255

**Contact:**  
Curt E. Roalkvam

**Services Provided:**  
Equipment

**MP Environmental**  
Everett, WA  
425-257-3105

**Contact:**  
Wayne Martin

**Services Provided:**  
Roll-offs, Transportation

<b>CLACKAMAS, OR SERVICE CENTER</b> 12402 SE Jennifer Street, Suite 160 Clackamas, OR 97015	<b>45.40 N - 122.54 W</b>	<b>24-Hr.#</b> 503.785.0404 <b>24-Hr.#</b> 800.645.8265 <b>Fax #</b> 503.786.7877
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Ed Swan, General Manager

EPA / Federal ID #: N/A

**Personnel Authorized to release equipment / materials / manpower, etc:**

Ed Swan	Dan Rourke
John Large	Chris Hatfield
John Swan	
Joseph Alexander	

**40-Hour OSHA Trained Personnel:**

Supervisor	9
Equipment Operator	3
Field Technician	18

Equipment List							
Item Description / Manufacturer	Location	Capacity / Size / Key Features	# of Units	A	T	P	D
<b>(1) Vessels &amp; Marine Support Equipment</b>							
Power Workboat, Workskiff	Clackamas	21', 115 HP, V323 (LVN16174B686)	1	Y	Y	N	N
Raymarine	Clackamas	Chartplotter, depthfinder	1	Y	Y	N	N
<b>(2) Motor Vehicles &amp; Vacuum Equipment</b>							
Crew Cab Pickup	Clackamas	F250	8	Y	Y	N	N
Box Van	Clackamas	F350	1	Y	Y	N	N
Utility Rack Truck	Clackamas	F450	1	Y	Y	N	N
70bbl Vacuum Truck	Clackamas	70bbl	1	Y	Y	N	N
10bbl Vac Star	Clackamas	10bbl	1	Y	Y	N	N
Straight Frame R/O Truck	Clackamas		1	Y	Y	N	N
Combo Unit	Clackamas	10 yard	1	Y	Y	N	N
Guzzler	Clackamas	10 yard	1	Y	Y	N	N
<b>(3) Pumps and Pressure Equipment</b>							
DD Pump-Chemical	Clackamas	3 inch	1	Y	Y	N	N
Sump Pump	Clackamas	Flotec	5	Y	Y	N	N
DD Pump-Chemical	Clackamas	2 inch	2				
Portable Fuel Transfer Pump	Clackamas	15gpm 12volt gas/diesel/light oil transfer pump	1	Y	Y	N	N
<b>(4) Oil Spill Containment Booms</b>							
Oil Containment Boom	Clackamas	18" in rolloff container	2700	Y	Y	N	Y
Oil Containment Boom	Clackamas	18" in 53' dry van	11,600	Y	Y	N	Y

Equipment List Cont.				
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**800.645.8265 (800.OIL.TANK) – 24-HR WORLDWIDE EMERGENCY RESPONSE NUMBER**

Item Description / Manufacturer	Location	Capacity / Size / Key Features	# of Units	A	T	P	D
<b>(5) Environmental Monitoring Equipment</b>							
5 Gas/PID	Clackamas		2	Y	Y	N	N
4 Gas	Hillsboro		1	Y	Y	N	N
Lumix Mercury Meter	Clackamas		1	Y	Y	N	N
<b>(6) Recovery Equipment</b>							
Skimmer	Clackamas	Elastec TDS 118 drum skimmer	1	Y	Y	N	N
<b>(7) Beach or Earth Cleaning and Excavating Equipment</b>							
Laser Level	Clackamas	Dual Plane/Tripod/Grade Stick	1	Y	Y	N	N
<b>(8) Generators / Compressors / Light Towers</b>							
Generator-Coleman Powermate	Clackamas	1800EX	1	Y	Y	N	N
Generator-Honda	Clackamas	5500	1	Y	Y	N	N
Generator-Briggs & Stratton	Clackamas	5500	2	Y	Y	N	N
Air Compressor	Clackamas	20 gal 155 PSI	2	Y	Y	N	N
Dual Light Stands	Clackamas		3	Y	Y	N	N
<b>(9) Health and Safety Equipment</b>							
Various-Tripods, etc.	Clackamas		3	Y	Y	N	N
6 Pack Breathing Air System	Clackamas		1	Y	Y	N	N
SCBA	Clackamas		7	Y	Y	N	N
<b>(10) Communications</b>							
Hand Held Intrinsically Safe 2 way radio	Clackamas	Office	6	Y	Y	N	N
VHF Radio	Clackamas	Located on work boat	1	Y	Y	N	N
<b>(11) Miscellaneous</b>							
Mercury Vacuum	Clackamas	110 volt/15 gallon	1	Y	Y	N	N
Boro Scope	Clackamas	Hand Held/ 200' ext. reel/recordable	2	Y	Y	N	N
Equipment Decon Station	Clackamas	Portable, Alluminum, 20' x 8'	1	Y	Y	N	N
3000 psi pressure washer trailers	Clackamas		2	Y	Y	N	N
Trailer enclosed 12'	Clackamas		1	Y	Y	N	N
HAZMAT trailer enclosed 20'	Clackamas		1	Y	Y	N	N
Trailer enclosed 20'	Clackamas		2	Y	Y	N	N
<b>Emergency Response Subcontractors</b>							

**Services Provided:**  
Vacuum truck and Labor

**WTS Water Truck Services**                      Jamie Hartley  
10985 SW Clutter Road  
503.682.2723

**Services Provided:**  
Vacuum truck, disposal, and Labor

**Thermo Fluids**  
12533 SE Carpenter Dr.                      Pat Johnston  
503.788.4612

**Services Provided:**  
Labor

**North West Firefighter Environmental**  
106 S 11th St  
541-929-2115

**Services Provided:**  
Diving

**Global Diving**  
3840 W Marginal Way SW  
Seattle, WA 98106  
Office: (+1) 206 623-0621  
Fax: (+1) 206 932-9036

## Reports and Documentation

Clean Harbors operates the most sophisticated and comprehensive online services in the industry. When you choose Clean Harbors as your service provider, you no longer have to rely on manually created or inconsistent reports.

Clean Harbors Online Services help customers manage their EH&S programs more efficiently by offering comprehensive waste and compliance management tools from Clean Harbors' website at [www.cleanharbors.com](http://www.cleanharbors.com). The services are designed for environmental managers, engineers, chemists, and other environmental professionals who are responsible for the tracking, removal, and disposal of waste materials. These free services offer customers 24/7 access to their inventory, profiles, reports, and pdf copies of signed manifests, weight tickets, and invoices. Clean Harbors Online Services provide –

- Inventory management
- Paperless submittal process for profiles
- Ability to view, print, or download essential documents
- **Management reports**

**Clean Harbors Online Services**

**Applications:**

- [View Profile Schedules](#)
- [Choice Online](#)

**Support:**

- [Adobe Acrobat Reader Download](#)
- [Contact Online Services](#)
- [Change Password](#)

**Account Security:**

- [About Privacy & Security](#)

**Transportation Security:**

- [Security Requirements for Offerors and Transporters of Hazardous Material](#) – As required by the U.S. Department of Transportation under the "Hazardous Materials: Security Requirements for Offerors and Transporters of Hazardous Materials" rule, Clean Harbors has fully complied with and met the requirements to enhance the security of hazardous materials and has developed and implemented a security plan and conducted employee training on transportation security.

**News and Information:**

**Biennial Report Data Extract Now Available**

Access your biennial report data extract through the Reports tab. This report has been designed to extract the raw data needed for the production of forms 6M and OI to meet the 2007 Hazardous Waste Report (Biennial) reporting requirements as set forth by the EPA or individual states.

**Profile Tab Enhancements**

**Enhanced Search Functionality** - You can now sort the Search Profiles results table by header, including Profile Number, Description, Waste Classification Code, Expiration Date, and Approval Status.

**Simplified Menu and Navigation** - It is now easier to navigate and return to the profile search tab. The vendor tab has been removed and a profile can now be printed from any tab.

**Reports Tab Enhancements**

**Updated Profile Summary Report Optimized in PDF or CSV File Formats** - You can now view the list of Clean Harbors facilities your profiles are approved into. The CSV version is easily converted to Excel format.

**Submit Profiles Electronically** - As a reminder you can submit profiles electronically using Clean Harbors' Online Profile Application. This allows you to complete the entire profile entry and submittal process electronically, thus eliminating the need to print and send a signed copy of your profile. See our Profile - Submit page for additional details.

**Note:** Clean Harbors has made every attempt to ensure the reliability of the information provided, however it is ultimately the waste generator's responsibility to ensure the accuracy and completeness of any report they submit to a regulatory agency.

**Customer Assistance & Feedback:**

Our goal continues to focus on customer needs and the quality of the services we provide. If you have comments, questions or concerns, we want to hear from you!

Your primary contact is your Clean Harbors account manager. Your account manager can assist to answer questions or help resolve issues. Also, you can use our customer response form by clicking on the link below.

[Click here to complete a Customer Feedback Form](#)

**Helpful Sites:**

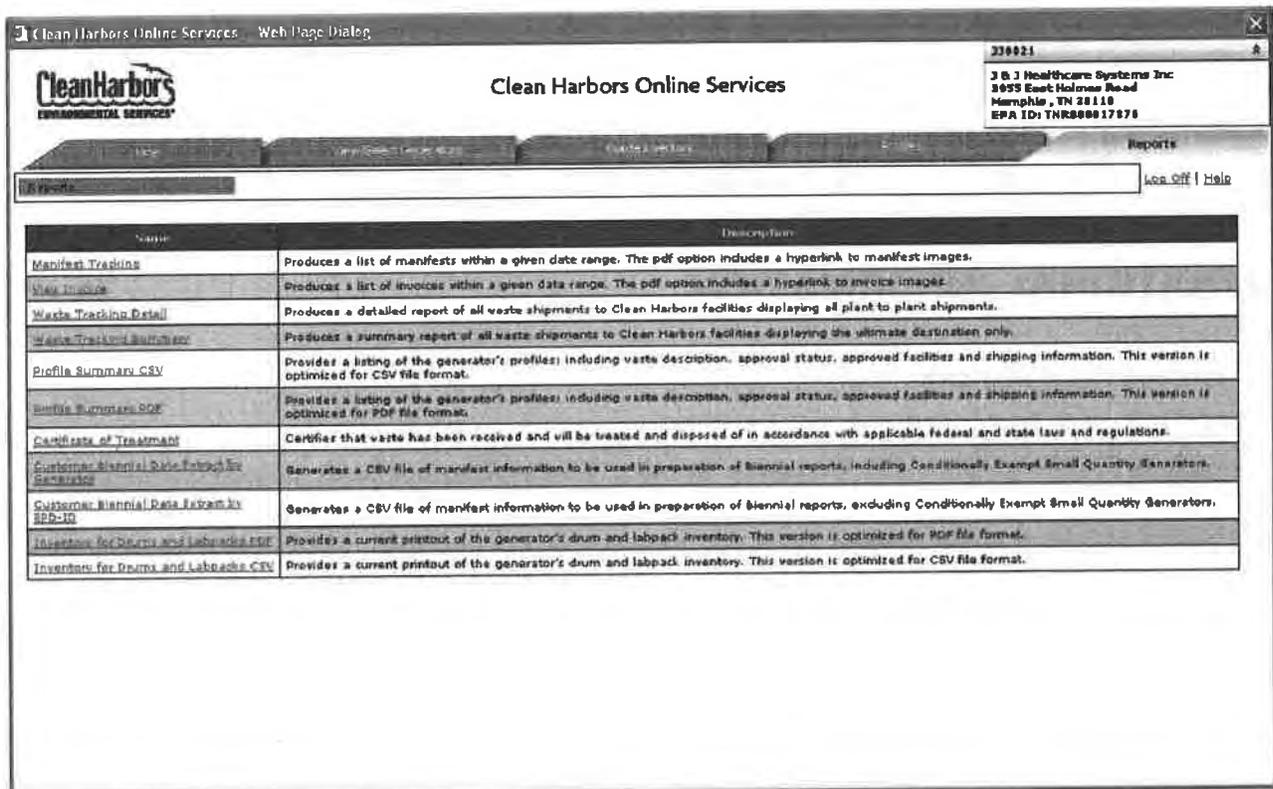
- [Clean Harbors Web Site](#)
- [Company Information, Operations, Facility Fact Sheets, Facility Audits, and more...](#)
- [Clean Harbors Environmental Services, Inc. Form W-9 Tax ID#](#)
- [Clean Harbors Disposal Services, Inc. Form W-9 Tax ID#](#)
- [Regulatory Links](#)
- [H-Code List](#)
- [Clean Harbors Holiday Schedule](#)
- [Career Opportunities](#)

**Inventory Management** – The waste inventory module allows customers to track drums, labpacks, and containers of all sizes throughout their facility. Customers benefit from knowing at any time exactly “where”, “how much”, and “how long” the waste has been on their site. Waste can also be tracked back to individual cost centers allowing customers to report on volumes from specific business units within their facility. Shipping waste to Clean Harbors is seamless. Utilizing the inventory module allows you to track your waste through to final disposal or recycling at a Clean Harbors facility.

**Paperless Submittal Process for Profiles** – Using our waste profile module, you can create, submit, edit, and view all of your Clean Harbors waste profiles online. This paperless process utilizes an electronic signature feature, which streamlines the approval process. Built-in logic assists you to easily maneuver through the profile application by providing EPA waste codes, shipping descriptions, and a CAS number based chemical database. You can even run and export profile reports in pdf and CSV formats.

**View, Print, or Download Essential Documents** – You have the ability to view, print, or download your signed and received manifests and weight tickets for the waste you ship to Clean Harbors. You can also view and print your invoices.

**Management Reports** – You can run a choice of online management reports for internal tracking and regulatory reporting for any of your facilities. Our reports include manifest tracking, waste tracking, certificates of treatment, inventory, profiles, area and cost center disposal, and biennial extracts. You can also print packing lists for your drum and labpack waste inventory.



## **Minimizing Disposal Costs Through Recycling**

Clean Harbors' Reuse, Recycling and Reclamation Services identify waste streams that are candidates for reuse, recycling or reclamation opportunities, providing a responsible alternative to incineration, fuel blending and other disposal routes.

*Reuse:* Waste or by-product to one industry may be a valuable raw material to another industry. Our experience with a broad range of industries enables us to identify which materials you may have of value, what specifications must be met, and source potential users.

*Solvent/Oil Recycling:* Clean Harbors' solvent and oil recycling technologies help minimize waste. Our solvent recovery operation handles chlorinated and fluorinated solvents from a variety of industries including high technology manufacturers, paints and plastics processing firms and metal finishing companies. Additionally, through our network of reclamation facilities and direct re-use clients, many non-halogenated solvents can be reused or recycled.

Our oil recovery plants re-process motor, lubricating and specialty oils from almost every industry source. All Clean Harbors facilities accept and process oils and oily waters for recycling. Our three dedicated oil reclamation facilities provide safe recycling options with a variety of heat separation, centrifugation and micro-separation processes. Oil/water emulsions and coolants can also be handled at our plants.

*Fuel Blending of Liquids, Solids & Sludge:* Fuel blending minimizes the use of fossil fuels as an energy source for cement production and supplements waste as the fuel source. Every month, Clean Harbors blends millions of gallons of high BTU (>5,000 BTUs/pound) liquids, sludge and solids to produce an excellent fuel conforming to cement kiln specifications.

*Other Recycling Options:* Clean Harbors provides management and recycling of fluorescent bulbs, batteries, computers, paints and a variety of heavy metal bearing solids. Retorting technologies are used to reclaim mercury from light bulbs. Smelting technologies are used for batteries and a variety of options are used after dismantling computer and other industrial equipment. Our trained service representatives will assist customers in determining the proper classification and appropriate recycling methods for each unique situation.

## **ADDITIONAL INFORMATION**

### **COMPANY OVERVIEW**

Clean Harbors is the leading provider of environmental, energy and industrial services throughout North America. The Company serves a diverse customer base, including a majority of the Fortune 500 companies, thousands of smaller private entities and numerous federal, state, provincial and local governmental agencies. Through its Safety-Kleen subsidiary, Clean Harbors also is a premier provider of used oil recycling and re-refining, parts cleaning and environmental services for the small quantity generator market.

Within Clean Harbors Environmental Services, the Company offers Technical Services and Field Services. Technical Services provide a broad range of hazardous material management and disposal services including the collection, packaging, transportation, recycling, treatment and

disposal of hazardous and non-hazardous waste. Field Services provide a wide variety of environmental cleanup services on customer sites or other locations on a scheduled or emergency response basis.

Within Clean Harbors Energy and Industrial Services, the Company offers Industrial Services and Oil & Gas Field Services. Industrial Services provide industrial and specialty services, such as high-pressure and chemical cleaning, catalyst handling, decoking, material processing and industrial lodging services to refineries, chemical plants, pulp and paper mills, and other industrial facilities. Oil & Gas Field Services provide exploration, surface rentals, solids control, and environmental services to the energy sector serving oil and gas exploration, production, and power generation.

Clean Harbors' Safety-Kleen subsidiary is a leading North American used oil recycling and re-refining, parts cleaning and environmental solutions company for small quantity waste generators, and has the largest re-refining capabilities of used oil into base and blended lube oils. Safety-Kleen provides a broad set of environmentally-responsible products and services that keep businesses in balance with the environment.

Headquartered in Norwell, Massachusetts, Clean Harbors has waste disposal facilities and service locations throughout the United States and Canada, as well as Mexico and Puerto Rico.

## HISTORY OF CLEAN HARBORS

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

Clean Harbors' growth is the result of geographic and service line expansion, market penetration, and the formation or acquisition of waste management companies and treatment, storage and disposal facilities. Its first major expansion was in the early 1980s with the acquisition of the Braintree and Natick, Massachusetts facilities. In 1989, Clean Harbors purchased Chem Clear, Inc., a company nationally recognized for its industrial aqueous waste treatment capabilities, with facilities located in Chicago, Cleveland, and Baltimore.

While the Chem Clear acquisition helped catapult Clean Harbors firmly into the waste disposal business, Clean Harbors continued to expand its geographic coverage by adding a Connecticut and a second Ohio treatment facility. Clean Harbors solidified its position as a full-service hazardous waste disposal provider with vast in-house disposal resources with its acquisition of the Kimball, Nebraska incinerator in 1995.

While broadening disposal and waste processing capabilities, Clean Harbors also further developed existing service lines such as field services. Since 1980, field service centers have been strategically located across North America to provide customers with emergency response services and to perform planned work on customer locations. These centers service thousands of customers in multiple industries. Today Clean Harbors is a recognized leader in environmental emergency response services.

Service lines have also been created to meet customer demand. Clean Harbors' laboratory chemical packing services, CleanPack®, was formed in 1986 to provide industries, schools and universities, as well as communities with vital services to manage the collection, packaging and disposal of laboratory chemical and household hazardous waste. With the creation of the Reactive Materials Teams, Clean Harbors can respond to the most hazardous and dangerous chemical and compressed gas situations. Beginning in the northeastern United States and extending over time to the South and West, today, Clean Harbors' CleanPack teams provide service throughout North America.

Clean Harbors Industrial Services was formed in 1998. The company's industrial service crews focus on industrial cleaning and maintenance projects that typically require fast turnaround and may include hydroblasting, liquid/dry vacuuming, sodium bicarbonate blasting, steam cleaning and chemical cleaning of equipment and systems.

In 2002, Clean Harbors acquired the assets of the Chemical Services Division of Safety-Kleen. The Chemical Services Division, which was made up of 55 service centers, 33 waste

management facilities and 4,400 employees, when combined with Clean Harbors existing locations helped create the largest network of disposal technologies and environmental services in North America.

In 2007, Clean Harbors acquired Teris LLC with more than 550 employees, several field locations, an incineration facility in El Dorado, Arkansas, and a treatment, storage and disposal facility located in Wilmington, California. Clean Harbors' investment in Teris further improves its ability to service customers and demonstrates the company's commitment to maintaining the largest array of service offerings in the environmental services industry.

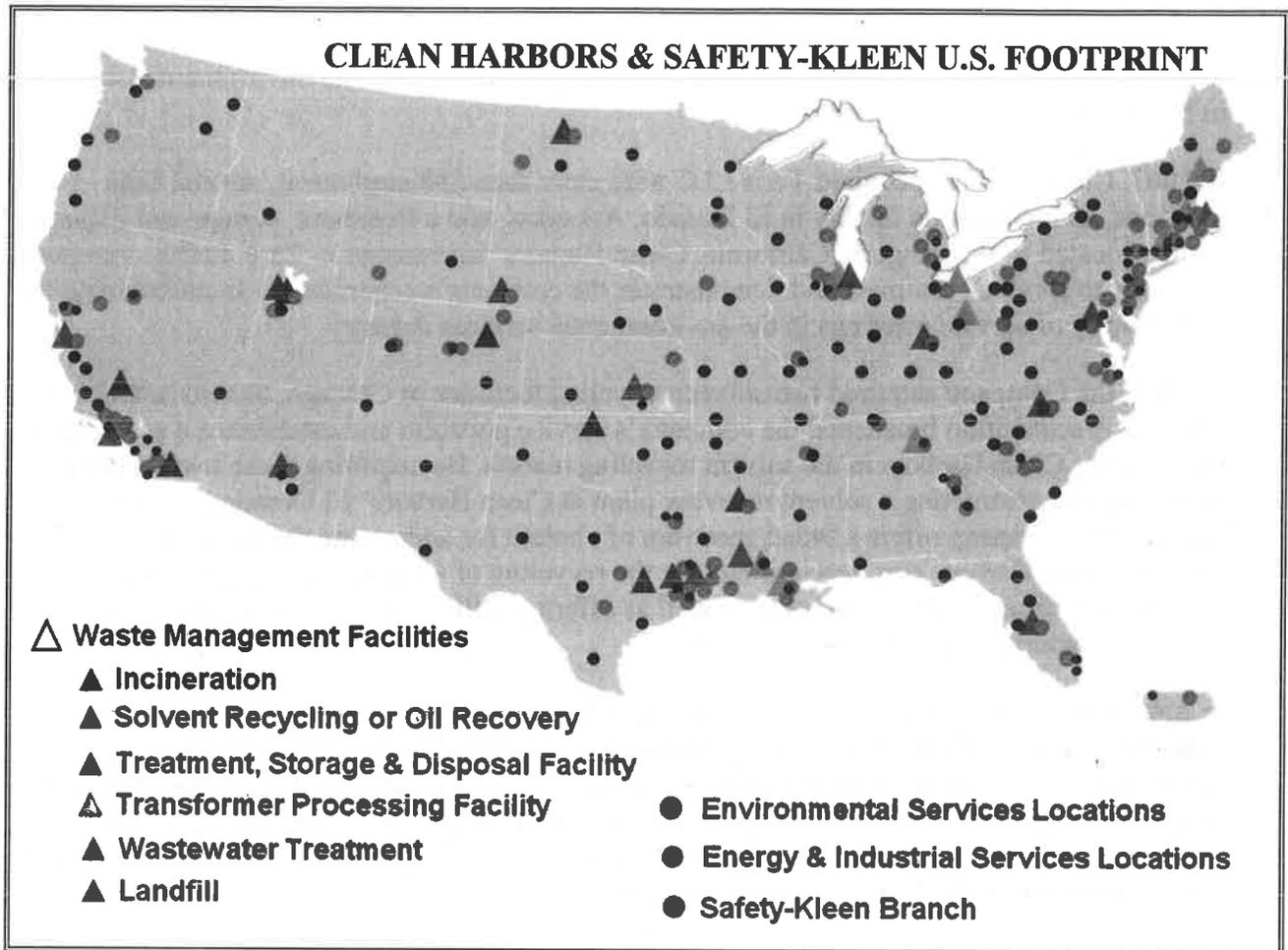
In 2008, the Company acquired two solvent recycling facilities in Chicago, Illinois and Hebron, Ohio. This acquisition broadened the company's service portfolio and established a substantial presence for Clean Harbors in the solvent recycling market. By acquiring these two recycling facilities and constructing a solvent recovery plant at Clean Harbors' El Dorado, Arkansas location, the company offers a broad spectrum of choices for addressing their solvent waste streams. Clean Harbors core services include the recycling of a variety of chemicals and solvents, which are available for sale, as well as offering tolling where material is recycled and return the customer for their reuse.

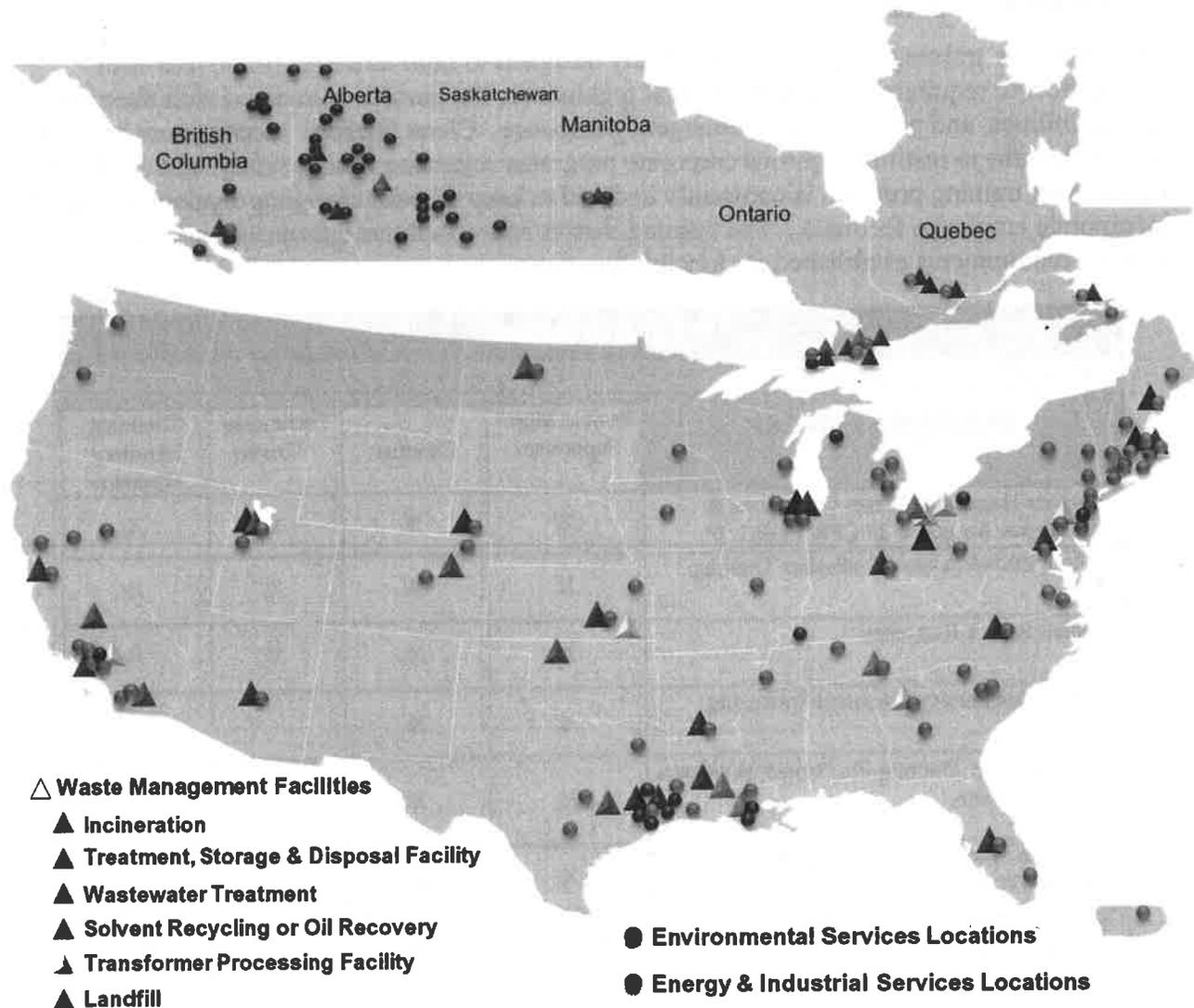
In 2009, Clean Harbors acquired Eveready Inc., a Canadian-based company that provides industrial maintenance and production, lodging, and seismic services to the oil and gas, chemical, pulp and paper, manufacturing and power generation industries. With the addition of over 2,100 employees, 79 locations, and a service fleet of over 2,400 truck and trailer units, Clean Harbors' acquisition of Eveready broadens its energy and industrial service offerings and geographic reach in the United States and Canada.

Following Eveready, Clean Harbors completed a series of acquisitions to enhance and expand its energy and industrial services. Clean Harbors acquired additional capabilities in seismic services, industrial cleaning, pipeline maintenance, industrial lodging services and lodge construction, and catalyst and refinery material processing and recycling. In 2011, Clean Harbors acquired Peak Energy Services, bringing on the capabilities to service oil and gas drilling operations by providing surface rentals and specialized liquid, solid and sludge processing expertise.

In 2012, Clean Harbors made its largest acquisition in Company history, with the acquisition of Safety-Kleen. Safety-Kleen is a leading North American used oil recycling and re-refining, parts cleaning and environmental solutions company, with approximately 4,200 employees serving more than 200,000 customer locations in the United States, Canada and Puerto Rico. Safety-Kleen provides a broad set of environmentally-responsible products and services. Through the combination of Safety-Kleen and Clean Harbors, customers benefit from a broader range of environmental services.

Today, Clean Harbors has a network of over 400 service locations providing waste transportation and disposal, laboratory chemical packing, 24-hour emergency response, parts cleaner services, and field, energy and industrial services on customer sites or other locations. The Company owns and operates over 50 waste management facilities offering a wide range of disposal options including incineration, wastewater treatment, and landfill, recycling and specialty disposal services. Clean Harbors is the largest hazardous waste disposal company and the largest re-refiner of used oil into base and blended lube oils in North America.





## TRAINING OF PERSONNEL

Clean Harbors' training program is specifically designed to familiarize all employees with facility license requirements, environmental regulations, the hazards associated with their job responsibilities, and procedures for emergency response. Clean Harbors' management has gone to great lengths to institute rigorous corporate programs regarding health, safety, and compliance issues. Our training program is constantly updated to keep up with changing regulations and to incorporate employee feedback. The training matrix below outlines the current minimum training requirements established for key job functions.

TRAINING MATRIX				
TRAINING REQUIRED	POSITION/JOB FUNCTION			
	Project Mgr / Supervisor	Chemist	Technician / Driver	Chemical Handler / Operator
40-Hour Hazardous Waste Operations & Emergency Response 29 CFR 1910.120	X	X	X	X
8-Hour OSHA Annual Refresher Training	X	X	X	X
Annual RCRA Refresher	X	X	X	X
40-hour Laboratory Chemical Packaging	X	X		
Clean Harbors Training for Project Managers and Supervisors	X	X		
Unknown Waste Material Fingerprint Analysis Training	X	X		
HMTS DOT Hazardous Materials Transportation Skills Training	X	X	X	
New Driver Training	X	X	X	
Driver Refresher Training (tri-annually)	X	X	X	