

**REQUEST FOR PROPOSALS
FOR
HAZARDOUS WASTE
TRANSPORTATION & MANAGEMENT SERVICES**

ISSUED BY:



**Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, CA 95501**

September 10, 2026

Submission Deadline: 3:00 pm, October 23, 2026

I. Objective

The Humboldt Waste Management Authority (HWMA) is soliciting Proposals for hazardous waste transportation and management services involving the pickup of hazardous materials from the HWMA's Permanent Household Hazardous Waste Collection Facility. HWMA seeks a qualified hazardous waste disposal contractor to conduct the following services:

- The transportation, disposal, treatment and/or recycling of certain categories of household hazardous waste and conditionally exempt small quantity generator waste.

II. Background

The Humboldt Waste Management Authority is a California Joint Powers Authority. The Authority is a public agency and its members include the County of Humboldt and the Cities of Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell.

HWMA has collected household hazardous waste through a variety of collection methods and services for over 20 years. The Authority assumed full responsibility for collection of hazardous material from the County of Humboldt's Division of Environmental Health in 2002 and subsequently constructed and opened a Permanent Household Hazardous Waste Collection Facility located at HWMA's Transfer Station, 1059 West Hawthorne Street, Eureka CA, in September 2003. The total volume of hazardous waste handled annually has steadily increased over this period and now averages just under 500,000 pounds of hazardous waste collected per year.

HWMA is currently under an agreement through November 11, 2026, for household hazardous waste recycling and disposal services.

Hazardous waste collection and disposal activities enable HWMA to assist in managing resources, protect environmental quality, avoid improper disposal to landfills and provide county residents the opportunity to dispose of hazardous material properly.

The following is a listing of hazardous waste by category, which HWMA collected and/or caused to be shipped by a hazardous waste contractor during the 2019 calendar year. The current management/disposal method is also listed. This list is not all inclusive of accepted materials and should serve as a general guideline for expected materials.

Material Type	Pounds Collected
Flammable solids / liquids	325
Bulked flammable liquids	69544
Oil-based paints	12564
Oil-based paint (loose packed)	12564
Paint related material (PRM)	67226
Poisons	57267
Poisons/toxic liquids	42610
Poisons/toxic solids	14657
Reactives	561
Propane canister (1 lb.)	294
Other PCB waste (includes ballasts)	742
Latex paint	83923
Inorganic and organic acid	4572
Inorganic acid (solid)	300
Inorganic acid (liquid)	2688
Organic acid (liquid)	1584
Inorganic and organic base	6299
Inorganic base (solid)	271
Inorganic base (liquid)	4396
Organic base (liquid)	1632
Neutral oxidizers, Organic peroxides,	1258
Mercury containing switches	38
Mercury containing waste (other)	4
Organic mercury compounds	4
Lamps	633
Fluorescent tubes (broken)	633
Aerosol cans	10746
Other	6894

Humboldt Waste Management Authority is an active participant in the PaintCare program and is under contractual agreements outside the scope of this request for proposal.

III. Scope of Work:

- A. Providing transportation disposal, treatment and/or recycling of hazardous wastes received at the Authority's Hawthorne Street HHW building, including, but not limited to, RCRA hazardous wastes, PCB containing waste, and non-RCRA waste.

1. The Contractor will provide the Authority with sufficient and appropriate supplies and materials for short term on-site storage and management of hazardous wastes, including drums, boxes, and other appropriate packaging materials as Additionally, the Contractor shall provide the Authority with manifests, blank bills of lading, and labeling required for the legal transport and disposal of household hazardous wastes.
2. The Contractor will collect full drums and boxes of hazardous materials from the HHW Facility for appropriate shipment and disposal. Supplies will be invoiced and billed separately from transported wastes.
3. HWMA reserves the right to ship any waste stream through another hauler at its discretion.
4. The Authority typically has shipped about 12 to 14 loads per contract year, each load consisting of approximately eighty-five 55-gallon drums and fifteen UN cubic yard boxes containing segregated household hazardous materials. Scheduling of Contractor's shipment pickups will be in joint agreement between the Authority and the Contractor.
5. HWMA will provide at minimum of ten (10) working days' notice to establish a pickup date. Contractor will dispatch a licensed truck to HWMA's facility to pick up hazardous waste that has been packaged by HWMA. Contractor will also deliver supplies requested by HWMA. Contractor will prepare manifests for HWMA to sign. Contractor's driver will assist HWMA in unloading supplies, loading waste, and will ensure that waste containers are properly labeled and identified to meet regulatory specifications and complete Uniform Hazardous Waste Manifests for HWMA
6. Contractor shall transport, store, recycle, treat, fuel blend, landfill and/or incinerate HWMA's hazardous waste at facilities that have been identified to HWMA and approved by HWMA in accordance with all local, state and federal laws. Contractor shall dispose of all hazardous wastes at California Department of Toxic Substance Control (DTSC) or Environmental Protection Agency (EPA) registered hazardous waste recycling facilities, or fully permitted hazardous waste treatment storage and disposal facilities ("TSDf"). Contractor will provide HWMA with EPA ID numbers and contact phone numbers of all identified facilities utilized to accept and process this material.
7. For all Toxic Substances Control Act-regulated PCB containing wastes, Contractor shall comply with all reporting and other requirements in state and federal regulations addressing PCB materials.
8. Contractor shall use a hazardous waste manifest when transporting wastes that are shipped from HWMA to TSDf's. Contractor shall consider

HWMA the generator for manifesting purposes. Contractor shall ensure that manifest copies are handled in compliance with California Code of Regulations Title 22 Division 4.5 Chapters 12-14 within standard processing times.

9. Contractor will provide waste profiles for each waste stream shipped out. These profiles will include at a minimum: description of waste; packing requirements; method of disposal; applicable waste codes; and shipping requirements. Waste profiles will be updated on an annual basis or when information has changed, or a new waste is identified.
10. HWMA will continue to participate in the California PaintCare Program and intends to send applicable program products through that program. Contractor will be responsible for disposal of all paint and paint related materials that do not qualify for the program.
11. HWMA will continue its in-house “Re-Use Product” program and intends to send applicable program products through that program. Contractor will be responsible for disposal of related materials that do not qualify for the program.
12. The Contractor will provide certificates of disposal for all waste removed from the site in a timely manner.
13. Contractor will make every effort to communicate to HWMA any issues that arise in a timely manner. If no direct communication is received by HWMA, contractor assumes all liability for errors that may have occurred.

B. Contractor Qualifications

1. The selected Contractor must be a full-service vendor and shall provide to the Authority all labor materials, equipment, supplies and expertise necessary to conduct a successful program for the collection and disposal of household hazardous waste. Performance of these services shall be in full compliance with all applicable Federal, State and local laws, rules, regulations, and orders, including, but not limited to, the Resource Conservation and Recovery Act, Occupational Safety & Health Administration, and regulations, rules and orders of the U.S. Environmental Protection Agency, California Department of Transportation, California Department of Toxic Substances Control, and the California Highway Patrol.
2. The Contractor shall be, or shall subcontract with, a Registered Hazardous Waste Hauler pursuant to California Health and Safety Code Division 20 Chapter 6.5 Article 6 at the time of award, and such registration shall be maintained throughout the duration of the agreement with the HWMA. The

bidder shall indicate in the proposal what subcontractors will be used, if any, and provide information on their background, experience, training, insurance, licenses and permits. Explain what role the subcontractor will play in the event of implementation.

3. It is the Authority's intent to accept all types of Household Hazardous and Business Waste as allowed by applicable laws and regulations.
4. Maintain the following types of insurance at the following minimum levels of coverage:

General Liability--\$3,000,000 per occurrence, 4,000,000 aggregate
Comprehensive Auto—3,000,000 per occurrence. 4,000,000 aggregate
Pollution—3,000,000 per occurrence, 4,000,000 aggregate
Workers Compensation—as required by state law

IV. Project Schedule

Release Request For Proposal	September 10, 2026
Proposal Due Date	October 23, 2026
Staff Evaluation review/recommendation	October 30, 2026
HWMA Board Consideration & Approval	November 12, 2026
Award Contract	November 12, 2026

V. Proposal Requirements

Proposals must include the following elements. Submittals should be concise and contain relevant information by which Authority can judge the qualifications of the contractor.

A. Identification of Contractor

- Name and address of the Contractor.
- Type of ownership.
- Name of principal to contact, include telephone and e-mail address.
- Provide a brief background and description of Contractor.
- Provide a statement regarding ability to provide required insurance and permits.
- Show organizational structure of company. Include parent and subsidiary companies (if any), name and address of branch offices which will service this program and other business names used.

B. Qualifications/Experiences

- Provide past project description and references relevant to this size and scope of work.
- Describe duties of designated staff, and typical number of staff at each site, and their minimum level of training and certification for each job duty.
- Briefly describe any pending lawsuits or legal actions against the firm
- What subcontractors will be used? Provide information on background, experience, training, licenses, and permits. Explain what role they will play in meeting contract requirements.

C. Technical Proposal:

- Provide brief description of:
 - List types of hazardous wastes that are prohibited by the Contractor and cannot be accepted.
 - Provide a list of equipment that may be supplied to support hazardous materials transportation.
 - Provide proof of Hazardous Waste Registration for transportation.
 - Provide evidence of stable relationship with a licensed facility that can accept or dispose of HHW that Contractor accepts for shipment and disposal.
 - Describe procedures for manifest preparation, waste tracking, and data reporting.
 - Copy of standard insurance policy coverage

D. Cost Proposal:

- Use Cost Worksheet provided (or provide one similar).

VI. Submission Requirements

A. Due Date and Time:

Friday October 23, 2026, 3:00 PM (PDT)

B. Delivery:

Submissions should be received in a sealed envelope labeled with your company name and identified as: **“Proposal for Hazardous Waste Management Services”**.

Submissions received after 3 PM, October 23, 2026, will be returned unopened to the sender.

Two hard copies and one digital copy on USB are to be submitted for each proposal. Proposals should be printed **double-sided**. Proposals **may not** be submitted by fax or e-mail.

C. Contact for Additional Information:

Eric Keller-Heckman
Executive Director
Humboldt Waste Management Authority
1059 W. Hawthorne St.
Eureka, CA 95501
Phone: (707) 268-8680
ekeller@hwma.net

VII. Evaluation Criteria

Authority staff will review each response to the Request for Proposals and may meet with some or all of the respondents. Staff may request that a firm provide clarification and/or additional information. In making a selection, staff will rank the proposals based on the criteria listed below and submit their recommendations to the Authority Board of Directors for approval.

Based on an evaluation of the proposals using the following criteria, the Agreement will be awarded to the firm judged to be the best qualified on the basis of the proposal submitted and on responsiveness to the project. The authority reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposal, and to make the award in the interest of the Authority. Proposals will be evaluated as described below:

1. Analysis of Company Background and Experience
2. Technical Proposal Analysis
3. Cost Proposal Analysis
4. Quality of the responsiveness of the proposal.
5. Insurance coverage provided.
6. References.

VIII. Agreement

The firm chosen to complete the project will be required to enter into the Authority's agreement for Hazardous Waste Transportation and Management Services, as shown in Appendix B. The Agreement describes the term of the contract, Contractor's compensation, dispute resolution procedure, indemnification, insurance, performance assurances, defaults and remedy provisions, termination rights, reporting obligations, and other provisions. If there are differences between the description of transportation and/or disposal services described in this RFP and the Agreement, the terms and conditions in the RFP shall prevail.

The Authority is interested in selecting a proposer that is prepared to accept the provisions of the Agreement in its existing form. Proposer may propose exceptions to the provisions with their submittal. Exceptions must be accompanied by recommended alternative language. If the exceptions to the Authority's Agreement are not acceptable to the Authority, the Authority may reject the proposal regardless of its other merits. At the sole discretion of the Authority, all negotiations with a particular proposal may be limited to the Proposer's exceptions and recommended alternative Agreement language contained in its proposal.

IX. Right to Reject

This Request for Proposals is not a contract or commitment of any kind by the Humboldt Waste Management Authority and does not commit the Authority to award a contract or pay any cost incurred in the preparation of a submission. The Authority, at its sole discretion, reserves the right to accept or reject, in whole or in part, submittals received in response to this request, to negotiate with any qualified source, or to cancel in whole or in part this Request for Proposals.

All submittals will become the property of the Authority. Failure to provide any of the requested information within the specified submission period may cause the Authority, at its sole discretion, to reject the submittal or require additional information.

X. Confidentiality of Proposals

All submittals are subject to the California Public Records Act (Cal. Govt. Code Sections 6250 et seq.). If a proposer believes any portion of a submittal contains trade secrets or other proprietary information as defined by applicable state law, the proposer may mark such proprietary information as "Confidential," and the Authority will withhold such information from public disclosure provided the Authority concurs that the information, or portion, is exempt from disclosure under state law. The Authority will have no obligation to withhold from public disclosure any information not marked by the proposer as confidential. All proposals will be withheld from public disclosure until a contract with a successful contractor has been fully executed or this procurement is otherwise terminated by the Authority.

The party submitting a proposal assumes all responsibility for any challenges resulting from any non-disclosure and shall indemnify and hold harmless the Authority from and against all damages (including but not limited to attorneys' fees), and pay any and all cost and expenses related to the withholding of proposal information. A prospective contractor shall not make a claim, sue, or maintain any legal action against the Authority or its directors, officers, employees, or agents concerning the withholding from disclosure of submitted information.

XI. Protest Procedures

Protests based upon alleged improprieties in this procurement process must be submitted in writing to the Authority's Executive Director, within 72 hours from receipt of the notice from the Authority advising of the award of contract. The protest must contain a complete written statement of the basis for the protest and include all supporting documentation on which the protest is based.

Appendix A

Waste Disposal Cost Worksheet

	Unit Cost per Management Method						
	Minimum Disp. Unit	Packaging Method(s)	RC (Recycle)	FI (Fuel Incin)	DI (Destr Incin)	TR (Treatment)	LF (Landfill)
Acids							
Bases							
Paint Related Materials							
Flammable Solids							
Bulked Flammable Liquids							
Mercury							
Latex Paint (non recyclable)							
Latex Paint (recyclable)							
Poison Liquid and Solid							
Reactives							
Oxidizer							
PCB containing ballasts							
Aerosols							
Alkaline batteries							
Oily debris							
Crushed fluorescent lights							
Mixed Batteries							

Waste Disposal Cost Worksheet (continued)

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APPENDIX B

Draft

Hazardous Waste Transportation & Management Services Agreement

**AGREEMENT BETWEEN
HUMBOLDT WASTE MANAGEMENT AUTHORITY
AND
CLEAN HARBORS INC.
FOR HAZARDOUS WASTE TRANSPORTATION &
MANAGEMENT SERVICES**

THIS AGREEMENT for Hazardous Waste Transportation and Management Services ("Agreement") is made by and between the Humboldt Waste Management Authority, a joint powers public entity, (hereinafter referred to as "Authority" and "HWMA") and _____ (hereinafter referred to as "Contractor" and This Agreement is effective as of ____ November 2026 (Effective Date)

RECITALS

WHEREAS, on September 10, 2026, the Authority released a Request for Proposals ("RFP") for Household Hazardous Waste Transportation & Management Services to include the transportation, disposal and treatment and/or recycling of certain categories of household hazardous waste and conditionally exempt small quantity generator waste from the Authority's Transfer station located at 1059 West Hawthorne Street, Eureka, CA;

WHEREAS, on November ____, 2026 the Authority Board awarded the contract for Household Hazardous Waste Transportation & Management services to Clean Harbors Environmental Services, Inc. on the terms and conditions below.

WHEREAS, _____ (Contractor) has the demonstrated qualifications, skills and training necessary to perform the services based on the terms and conditions below.

NOW THEREFORE, based on the mutual terms, conditions, covenants and agreements recited above and made a material part hereof, the parties agree as follows:

1. Scope of Services.

1.1 Services Defined. Contractor agrees to perform services as set out in Exhibit A, "Scope of Work," attached hereto and incorporated herein ("Services"). Services shall be provided in accordance with the terms and conditions of this Agreement. In the event of conflict between the provisions contained in Sections 1-17 of this Agreement and those within Exhibit A, the terms and conditions of Sections 1-17 shall control over those in Exhibit A.

(a) Materials and Equipment. Contractor shall, at its sole cost and expense, furnish all materials and equipment which may be required for performing services pursuant to this Agreement excepting those specifically identified in Exhibit A.

1.2 Special Conditions. Contractor shall comply with all additional terms and conditions set forth in Exhibit C "Special Conditions," if any are required [check applicable box]:

_____ Special Conditions

_____ X No Special Conditions

- 1.3 Special Insurance Conditions. Contractor shall comply with the insurance provisions set forth in Section 10 and all additional terms set forth in Exhibit D "Special Insurance Conditions," if any are so required [*check applicable box*]:

_____ Special Insurance Conditions

_____ X No Special Insurance Conditions

2. Compensation for Services, Payment.

- 2.1 The Authority shall pay Contractor at the rate and basis as set forth in Exhibit B, "Compensation," attached hereto and incorporated herein, not to exceed
- 2.2 Contractor shall prepare and submit its invoices to the Authority no more than once per month and the final bill upon completion of the Services. For Services billed on a time and materials basis or in installments. Authority shall pay all undisputed invoices within thirty (30) days of receipt. If the Authority disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. The Authority may withhold all or any portion of the funds provided for by this Agreement in the event that the Contractor has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement; or the Contractor fails to maintain reasonable progress toward completion of the Services or any component thereof.

3. Term.

- 3.1 Commencement. Services of Contractor shall commence upon full execution of this Agreement by both parties. The term ("Term") of this Agreement is three (3) years beginning on the Effective Date. Upon the mutual agreement of the parties, the Term may be extended for two one-year renewal terms. All conditions of this Agreement shall apply to each extended Term unless expressly amended by the parties. The indemnity provisions of Section 9 shall survive termination of this Agreement.
- 3.2 Termination. This Agreement may be terminated by either party upon 90 days advance written notice of its intent to terminate. In the event of early termination, the Authority shall pay to Contractor and Contractor shall pay to the Authority all fees owed.

4. Non-Conforming Waste Materials.

- 4.1 Rejection of non-conforming materials Contractor may reject any materials as "Non-conforming" if the materials are not properly packaged, labeled, or the materials contain constituents which have characteristics or have properties not disclosed on the Waste Profile. Contractor shall give prompt notice of the specific nature of the Non-conformity to HWMA and shall make best effort to give notice within five (5) days after discovery of the non-conformity. Contractor may provide HWMA with an estimate of the cost of handling, transporting, storing, and if applicable disposal of such non-conforming materials. Upon approval of such cost estimate by HWMA, Contractor

shall accept such non-conforming materials and provide handling, transportation, storage, and if applicable disposal services for such Non-conforming waste, and HWMA shall pay Contractor for such services based on the approved price.

4.2 **Title to rejected materials** HWMA shall retain title to and liability for non-conforming waste materials rejected or not accepted by Contractor. The contractor shall communicate with the Authority as to the intent and ability to remedy the problem and dispose of the material or return the non-conforming waste container to the Authority. Contractor may reject any materials as "Non-conforming" if the materials are not properly packaged, labeled, or the materials contain

5. **Professional Standards.** The standard of care for all professional services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Contractor shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.
6. **Independent Contractor Status.** Contractors performing Services as an independent contractor for the Authority and is neither an employee nor an agent of the Authority. Except as otherwise provided in this Agreement, Contractor shall have sole control over the manner and method of performance of the services, and Authority's only interest shall be in the results of such Services. Authority's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Contractor agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority's account. This Section shall also apply to any of Consultant's subcontractors.
7. **Designation of Representative.** Contractor and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Each party shall provide the name and contact information of its Designated Representative in writing to the other, and either party may change its Designated Representative or contact information by giving written notice to the other party.
8. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

Authority:
Eric Keller-Heckman, Executive Director
Humboldt Waste Management Authority,
1059 West Hawthorne Street, Eureka, CA, 95501

Contractor:

9. **Indemnification.** If this Agreement is for design professional services subject to California Civil Code § 2782.8(a) and Contractor is a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, Contractor shall hold harmless, defend and indemnify the Authority, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including reasonable attorneys' fees caused by the negligence, recklessness, or willful misconduct of the Authority, except where caused by the negligence, or willful misconduct of the Authority.

If this Agreement is not for design professional services subject to California Civil Code § 2782.8(a) or Contractor is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, Contractor shall indemnify and hold harmless Authority and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors or any entity or individual for which Contractor shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the extent permitted by law, Contractor shall indemnify, defend and hold harmless Authority, and any and all of the Indemnified Parties from and against any liability (including liability from claims, suits, actions, arbitration proceedings, alleged or threatened, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent caused by the negligence of the Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Contractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

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

Notwithstanding any term or condition of this agreement to the contrary and, to the greatest extent allowed by law, Authority agrees that Contractor's aggregate liability to Authority or HWMA, to anyone claiming by, through, or under authority, and to any third

party for any and all injuries, claims, demands, losses, expenses, or damages, of whatever kind of character including but not limited to an action or claim based on contract, warranty, equity, tort, strict liability, or any other theory of liability, arising out of or in anyway related to this Agreement, the work/services or project site, shall be limited to the total amount of compensation received by contractor hereunder in the twelve (12) month period preceding the event giving rise to the claim.

10. Insurance.

10.1 General Insurance Requirements.

- (a) Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement, the Contractor shall maintain insurance in full compliance with all of the provisions of this Section 10 and Exhibit D, Special Insurance Provisions, if any. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a financial size VII.
- (b) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the Authority at or prior to the execution of the Agreement.
- (c) All insurance certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the Authority.
- (d) Contractor shall have its insurer endorse the third-party general liability coverage to include the Authority as additional insured. The additional insured coverage under Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the Authority.

Additional insured coverage shall be evidenced by and in accordance with use of ISO Endorsements Form No. CG 20 10 04 13 "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization" and Form No. CG 20 37 04 13 "Additional Insured - Owners, Lessees or Contractors – Completed Operations". Such coverage shall not exceed and shall be subject to the limitation of liability set forth in Section [9]. Notwithstanding anything to the contrary herein, should Contractor maintain any insurance in amounts greater than that required herein or that indicated in any certificate of insurance furnished by Contractor, or any insurance in addition to that required herein or indicated in any certificate of insurance furnished by Contractor, such insurance shall be for the exclusive protection and benefit of Contractor and Authority shall not be named an additional insured on such insurance and shall have no rights to the proceeds thereof as an additional insured.

- (e) In the event the Contractor subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract agreement.
- (f) The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice.
- (g) The Authority may, in its sole discretion, reduce or waive any insurance coverage requirements provided herein based on an analysis of the availability of insurance coverage for the type of professional Contractor retained by this agreement, the type of risk exposure for the Authority, and the financial capability of the Contractor to bear the risk of losses without insurance. Any specific insurance coverage reductions or waivers shall be itemized in Exhibit D.

10.2 Professional or Errors and Omissions Insurance. Contractor shall purchase and maintain such Professional or Errors and Omissions Insurance for the Services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Contractor or by anyone employed by Contractor to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be subject to a Self-Insured Retention (SIR) greater than \$100,000, and for \$1,000,000 single limit, any one claim and \$2,000,000 annual aggregate.

10.3 Workers' Compensation Insurance. Contractor shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form, and Employer's Liability insurance with a limit of \$1,000,000 per accident for bodily injury or disease.

10.4 Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be \$2,000,000 general aggregate.

10.5 Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review and shall be \$2,000,000 per accident. If Contractor or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person.

11. Dispute Resolution. The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation.

- 12. Governing Law, Venue.** This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.
- 13. Authority.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
- 14. Negotiated Agreement, Interpretation.** This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.
- 15. Entire Agreement/Modifications and Amendments.** This Agreement together with all Exhibits (and all attachments thereto) constitutes the entire agreement between the Authority and Contractor to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. Any modification of scope, schedule, or budget relating to Services specified in this Agreement must be in writing and must be signed and dated by both parties prior to the performance of the additional proposed work and expenditure of additional funds for that work.
- 16. Assignment, Subcontract.** Neither party shall assign its rights, interests, duties or obligations under this Agreement without consent from the other party and such consent shall not be unreasonably withheld or denied. Contractor may not subcontract Services without prior written consent from Authority. In the event subcontracting is approved, the following shall apply:
- a) Contractor shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
 - b) Each subcontractor shall be obligated to Contractor and the Authority in the same manner and to the same extent as Contractor is obligated to the Authority under this Agreement. If hiring a sub subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
 - c) Contractor shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the Authority, Contractor shall provide insurance certificates and endorsements of its subcontractors.
- 17. Permits, Licenses And Approvals.** Contractor shall obtain and maintain throughout the Agreement period all permits, licenses and approvals required by law to perform the Services.

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

HUMBOLDT WASTE MANAGEMENT AUTHORITY:

Eric Keller-Heckman, Executive Director

Date: _____

Contractor:

Date: _____

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EXHIBIT A
SCOPE OF SERVICES

- A. Providing transportation disposal, treatment and/or recycling of hazardous wastes received at the Authority's Hawthorne Street HHW building, including, but not limited to, RCRA hazardous wastes, PCB containing waste, and non-RCRA waste.
1. The Contractor will provide the Authority with sufficient and appropriate supplies and materials for short term on-site storage and management of hazardous wastes, including drums, boxes, and other appropriate packaging materials as Additionally, the Contractor shall provide the Authority with manifests, blank bills of lading, and labeling required for the legal transport and disposal of household hazardous wastes.
 2. The Contractor will collect full drums and boxes of hazardous materials from the HHW Facility for appropriate shipment and disposal. Supplies will be invoiced and billed separately from transported wastes.
 3. HWMA reserves the right to ship any waste stream through another hauler at its discretion.
 4. HWMA will provide at minimum of ten (10) working days' notice to establish a pickup date. Contractor will dispatch a licensed truck to HWMA's facility to pick up hazardous waste that has been packaged by HWMA. Contractor will also deliver supplies requested by HWMA. Contractor will prepare manifests for HWMA to sign. Contractor's driver will assist HWMA in unloading supplies, loading waste, and will ensure that waste containers are properly labeled and identified to meet regulatory specifications and complete Uniform Hazardous Waste Manifests for HWMA
 5. Contractor shall transport, store, recycle, treat, fuel blend, landfill and/or incinerate HWMA's hazardous waste at facilities that have been identified to HWMA and approved by HWMA in accordance with all local, state and federal laws. Contractor shall dispose of all hazardous wastes at California Department of Toxic Substance Control or Environmental Protection Agency (EPA) registered hazardous waste recycling facilities, or fully permitted hazardous waste treatment storage and disposal facilities (TSDF) . Contractor will provide HWMA with EPA ID numbers and contact phone numbers of all identified facilities utilized to accept and process this material.
 6. For all Toxic Substances Control Act-regulated PCB containing wastes, Contractor shall comply with all reporting and other requirements in state and federal regulations addressing PCB materials.
 7. Contractor shall use a hazardous waste manifest when transporting wastes that are shipped from HWMA to TSDFs. Contractor shall consider HWMA the generator for manifesting purposes. Contractor shall ensure that manifest copies are handled in

compliance with California Code of Regulations Title 22 Division 4.5 Chapters 12-14 within standard processing times.

8. Contractor will provide waste profiles for each waste stream shipped out. These profiles will include at a minimum: description of waste; packing requirements; method of disposal; applicable waste codes; and shipping requirements. Waste profiles will be updated on an annual basis or when information has changed, or a new waste is identified.
9. HWMA will continue to participate in the California Paint Care Program and intends to send applicable program products through that program. Contractor will be responsible for disposal of all paint and paint related materials that do not qualify for the program.
10. HWMA will continue its in-house "Re-Use Product" program and intends to send applicable program products through that program. Contractor will be responsible for disposal of related materials that do not qualify for the program.
11. The Contractor will provide certificates of disposal for all waste removed from the site in a timely manner.
12. Contractor will make every effort to communicate to HWMA any issues that arise in a timely manner. If no direct communication is received by HWMA, contractor assumes all liability for errors that may have occurred.

Exhibit B
Compensation

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Exhibit C
Special Conditions
(None)

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