

**AGREEMENT NO. PO-3913**

On-Call Emergency Response Collection, Cleanup and Disposal of Hazardous Materials found illegally dumped or spilled along the roadside in the unincorporated areas of Yolo County, the Yolo County Central Landfill (YCCL) and the Esparto Convenience Center Transfer Station (ECC).

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of March, 2021, by and between the County of Yolo, a political subdivision of the State of California ("County") and NRC Environmental Services, Inc. (a US Ecology Company), ("Contractor").

**WITNESSETH**

**WHEREAS**, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

**WHEREAS**, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as on-call emergency response collection, cleanup and disposal of hazardous materials; and

**WHEREAS**, the County desires to obtain an on-call emergency response provider that will collect, cleanup and dispose of hazardous materials along the roadside in the unincorporated areas of Yolo County and at the Yolo County Central Landfill (YCCL) and Esparto Convenience Center Transfer Station (ECC); and

**WHEREAS**, the County circulated and distributed a request for proposals, an excerpt of which is attached as Exhibit B; and

**WHEREAS**, the Contractor submitted a proposal to provide on-call emergency response and collect, cleanup and dispose of hazardous materials along the roadside in the unincorporated areas of Yolo County and at YCCL and ECC, excerpts of which is attached as Exhibit C, Exhibit D and Exhibit E; and

**WHEREAS**, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; attached as Exhibit F; and

**WHEREAS**, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

**WHEREAS**, Contractor understands that the County is relying upon these representations in entering into this Agreement.

**NOW, THEREFORE**, the County and the Contractor agree as follows:

**I. BASIC SERVICES**

A. Contractor shall furnish and perform the following services in accordance with Exhibit B, and in a manner satisfactory to the Yolo County Community Services' Department Head, or his/her written designee ("Director"). These services include the following tasks and subtasks:

**Task 1:** Emergency Response Roadside. On-Call collection of hazardous materials and cleanup of contaminated areas resulting from illegal dumping, traffic collisions or vehicle leaks. Responder should be onsite within two (2) hours from the time of the call when waste or spill poses a significant health threat due to breakage or spillage to avoid additional release into the environment.

Roadside services under this agreement could occur on any county road located within the 1,021 square mile area of Yolo County.

**Task 2:** Emergency Response at YCCL. On-Call collection of hazardous materials and cleanup of contaminated areas resulting from illegal dumping, traffic collisions or vehicle leaks. Responder should be onsite within two (2) hours from the time of the call when waste or spill poses a significant health threat due to breakage or spillage to avoid additional release into the environment. The YCCL is located at 44090 County Road 28H in Woodland, California.

**Task 3:** Emergency Response at ECC. On-Call collection of hazardous materials and cleanup of contaminated areas resulting from illegal dumping, traffic collisions or vehicle leaks. Responder should be onsite within two (2) hours from the time of the call when waste or spill poses a significant health threat due to breakage or spillage to avoid additional release into the environment. The ECC is located at 27075 County Road 19A in Esparto, California.

B. More specifically, the Contractor shall provide the full range of services with regard to the project described above, with the focus on: (a) Task 1 – Roadside Emergency Response; (b) Task 2 Emergency Response at YCCL; and (c) Task 3 Emergency Response at ECC. Contractor will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

C. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

|           |                                  |
|-----------|----------------------------------|
| Exhibit A | Required Insurance               |
| Exhibit B | Copy of RFP                      |
| Exhibit C | Supplier Questionnaire           |
| Exhibit D | Previous Customer Reference Form |
| Exhibit E | Signature Page                   |
| Exhibit F | Cost Proposal                    |

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

D. The Director may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Paragraph III of this Agreement.

## II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated as follows:

Initial Term

- April 1, 2021 through March 31, 2023 – total shall not exceed \$60,000

Upon Approval of Extension(s):

- April 1, 2023 through March 31, 2024 – total shall not exceed \$30,000
- April 1, 2024 through March 31, 2025 – total shall not exceed \$30,000
- April 1, 2025 through March 31, 2026 – total shall not exceed \$30,000

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000).

**B.** For the services described in Paragraph II above, insofar as they do not fall within the scope of the basic services required of Contractor under Paragraph I hereinabove and cause the Contractor extra expenses, Contractor shall be compensated at a mutually agreeable To Be Determined (TBD) rate for disposal of wastes not identified within this agreement either in a per ton/per gallon/per drum rate; provided, however, that the additional TBD amount of any such compensation shall not exceed \$3,000 dollars per incident.

**C.** Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth in this Paragraph. The following expenses may be reimbursed if they are incurred after prior written approval of the Director: Expenses will only be reimbursed upon the presentation of paid invoices.

**D.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contract [grant, etc.], the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.

### **III. METHOD OF PAYMENT**

**A.** Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner that is satisfactory to the Director, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Paragraph II shall also include a copy of the Director's written approval in advance of such services being provided. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

**B.** Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the invoice and any need for further documentation.

**C.** Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

**D.** Notwithstanding anything to the contrary in this Agreement, an amount equal to five (5%) of each monthly invoice submitted by Contractor shall be withheld until completion of the project to the satisfaction of the Director. Upon such completion, and if Contractor is otherwise in full compliance with the terms of this Agreement, the County shall promptly remit all withheld monies to Contractor.

#### **IV. MANIFESTS**

A. Contractor shall provide uniform hazardous waste manifest or bills of lading as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

#### **V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

#### **VI. RECORDS; ACCESS, RETENTION**

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

#### **VII. DISPUTES**

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

## VIII. TERM AND TERMINATION

A. The term of this Agreement shall be from April 1, 2021 through March 30, 2023 unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant to this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 120 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

## IX. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws.

This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

**B.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

#### **X. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

#### **XI. CONTRACTOR'S RESPONSIBILITIES**

**A.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

**B.** With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

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

**C.** Subcontractor agrees to be bound to the General Contractor/or Contractor and the County of Yolo in the same manner and to the same extent as General Contractor/or Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance

requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

## **XII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate

b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation – Statutory Limits/Employers' Liability** – \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

e. **Pollution Prevention Liability** – \$2,000,000/occurrence, \$1,000,000 annual aggregate.

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis

unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance

requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo.

- E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

### **XIII. WORKERS' COMPENSATION**

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

#### **WORKERS' COMPENSATION CERTIFICATE**

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

### **XIV. NOTICE**

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: NRC Environmental Services, Inc. (an US Ecology Company)  
Attn: VP, West Region  
2450 Rice Avenue  
West Sacramento, California 95691

County: Yolo County Community Services Department  
Division of Integrated Waste Management  
Attn: Division Director  
44090 County Road 28H  
Woodland, California 95776

- B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission

of the notices and provided the following facsimile telephone numbers are used:

Contractor: (916) 344-2970

County: (530) 666-8853

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

#### **XV. CONFLICT OF INTEREST**

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

#### **XVI. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **XVII. AUDITS**

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal

business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

#### **XVIII. ASSIGNMENT AND SUBCONTRACTS**

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

#### **XIX. STATUS OF CONTRACTOR**

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

**B.** It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

**C.** It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

## **XX. AMENDMENT**

This Agreement may be amended only by written instrument signed by the County and Contractor.

## **XXI. WAIVER**

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

## **XXII. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

## **XXIII. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

## **XXIV. ADDITIONAL PROVISIONS**

**A.** Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

**B.** Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

## **XXV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.





**USecology**

**ON-CALL EMERGENCY RESPONSE COLLECTION, CLEAN-UP,  
AND DISPOSAL OF HAZARDOUS MATERIALS FOUND ALONG  
THE ROADSIDE IN THE UNINCORPORATED AREAS OF YOLO  
COUNTY, THE YOLO COUNTY CENTRAL LANDFILL AND THE  
ESPARTO CONVENIENCE CENTER TRANSFER STATION**



Proposal Provided To:  
**COUNTY OF YOLO**

March 10, 2021



PO 3913

## Cost Proposal

### Yolo County Emergency Response Roadside Agreement

| Initial Term   | 2023/2024 | 2024/2025 | 2025/2026 |
|----------------|-----------|-----------|-----------|
| 4/1/21-3/31/23 | 2023/2024 | 2024/2025 | 2025/2026 |
| Est. Increase  | 10.20     | 10.40     | 10.61     |
| Est. Increase  | 10.20     | 10.40     | 10.61     |

#### Sample Rate Structure

#### Hourly Rates for Emergency Response Crew:

|                    | Monday - Friday (8:00am - 5:00pm) | Saturdays, Sundays, Holidays and After Hours (After 5pm or Before) | Monday - Friday (8:00am - 5:00pm) | Saturdays, Sundays, Holidays and After Hours (After 5pm or Before) |
|--------------------|-----------------------------------|--------------------------------------------------------------------|-----------------------------------|--------------------------------------------------------------------|
| One (1) Technician | \$ 57.00                          | \$ 58.14                                                           | \$ 59.30                          | \$ 60.49                                                           |
| One (1) Technician | \$ 85.50                          | \$ 87.21                                                           | \$ 88.95                          | \$ 90.73                                                           |
| One (1) Supervisor | \$ 70.00                          | \$ 71.40                                                           | \$ 72.83                          | \$ 74.28                                                           |
| One (1) Supervisor | \$ 105.00                         | \$ 107.10                                                          | \$ 109.24                         | \$ 111.43                                                          |

#### Flat Fee Per Person Per Incident:

|             |           |           |           |           |
|-------------|-----------|-----------|-----------|-----------|
| Level A PPE | \$ 500.00 | \$ 510.00 | \$ 520.20 | \$ 530.60 |
| Level B PPE | \$ 414.00 | \$ 422.28 | \$ 430.73 | \$ 439.34 |
| Level C PPE | \$ 78.00  | \$ 79.56  | \$ 81.15  | \$ 82.77  |

#### Supplies:

|                           |           |           |           |           |
|---------------------------|-----------|-----------|-----------|-----------|
| 5-gallon bucket           | \$ 21.00  | \$ 21.42  | \$ 21.85  | \$ 22.29  |
| 30-gallon poly drum       | \$ 85.00  | \$ 86.70  | \$ 88.43  | \$ 90.20  |
| 30-gallon metal drum      | \$ 82.00  | \$ 83.64  | \$ 85.31  | \$ 87.02  |
| 55-gallon poly drum       | \$ 69.00  | \$ 70.98  | \$ 71.79  | \$ 73.22  |
| 55-gallon metal drum      | \$ 57.00  | \$ 58.14  | \$ 59.30  | \$ 60.49  |
| 85-gallon overpack drum   | \$ 260.00 | \$ 265.20 | \$ 270.50 | \$ 275.91 |
| Absorbent Boom (per boom) | \$ 25.00  | \$ 25.50  | \$ 26.01  | \$ 26.53  |
| Absorbent Pads (per pad)  | \$ 0.70   | \$ 0.71   | \$ 0.73   | \$ 0.74   |
| Absorbent Sand (per bag)  | \$ 31.00  | \$ 31.62  | \$ 32.25  | \$ 32.90  |
| Visqueen (per roll)       | \$ 106.00 | \$ 108.12 | \$ 110.28 | \$ 112.49 |

#### Equipment:

|                                        |           |           |           |           |
|----------------------------------------|-----------|-----------|-----------|-----------|
| Hourly Rate for additional ER Vehicles | \$ 125.00 | \$ 127.50 | \$ 130.05 | \$ 132.65 |
| Rented ER Vehicles                     | 20%       |           |           |           |

Standard response includes contractor pickup truck to haul supplies in and waste out. However in some cases additional equipment such as a vacuum truck, pump truck, flatbed truck or roll off truck are needed. Contractor should bid an average hourly rate that would cover the cost of any such contractor provided if contractor does not have required equipment and a third party is used for rental of the equipment, a copy of that invoice shall be provided to the County to justify the full reimbursement of that rental plus any additional cost markup. If contractor does not intend to mark up the cost of renting equipment please leave this box blank. If a markup will be applied to the end invoice please indicate in this box the percentage it will be marked up. (Ex. Hertz Equipment Rental \$1000, Contractor Markup 12% = Total



|                                                                                                                       |            |          |          |          |          |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------|------------|----------|----------|----------|----------|--|--|--|
| <b>Disposal:</b>                                                                                                      |            |          |          |          |          |  |  |  |
| Aerosols                                                                                                              | per lb.    | \$ 1.35  | \$ 1.38  | \$ 1.40  | \$ 1.43  |  |  |  |
| Antifreeze                                                                                                            | per gallon | \$ 1.75  | \$ 1.79  | \$ 1.82  | \$ 1.86  |  |  |  |
| Asbestos                                                                                                              | per lb.    | \$ 0.60  | \$ 0.61  | \$ 0.62  | \$ 0.64  |  |  |  |
| Burane Cartridges/Cylinder                                                                                            | per unit   | \$ 5.00  | \$ 5.10  | \$ 5.20  | \$ 5.31  |  |  |  |
| Empty Buckets/Drums/Containers > 5-gal                                                                                | per unit   | \$ 15.00 | \$ 15.30 | \$ 15.61 | \$ 15.92 |  |  |  |
| Empty Buckets/Containers < or = to 5-gal                                                                              | per unit   | \$ 25.00 | \$ 25.50 | \$ 26.01 | \$ 26.53 |  |  |  |
| Flammable Solids                                                                                                      | per lb.    | \$ 1.35  | \$ 1.38  | \$ 1.40  | \$ 1.43  |  |  |  |
| Flammable Liquids                                                                                                     | per gallon | \$ 3.30  | \$ 3.37  | \$ 3.43  | \$ 3.50  |  |  |  |
| Fluorescent Bulbs                                                                                                     | per unit   | \$ 0.95  | \$ 0.97  | \$ 0.99  | \$ 1.01  |  |  |  |
| Inorganic Acids or Bases                                                                                              | per lb.    | \$ 1.05  | \$ 1.07  | \$ 1.09  | \$ 1.11  |  |  |  |
| Latex Paint                                                                                                           | per gallon | \$ 3.35  | \$ 3.42  | \$ 3.49  | \$ 3.56  |  |  |  |
| Lead Acid Batteries                                                                                                   | per lb.    | \$ 0.07  | \$ 0.07  | \$ 0.07  | \$ 0.07  |  |  |  |
| Medical Waste (sharps or pharms)                                                                                      | per lb.    | \$ 1.85  | \$ 1.89  | \$ 1.92  | \$ 1.96  |  |  |  |
| Mercury                                                                                                               | per lb.    | \$ 39.50 | \$ 40.29 | \$ 41.10 | \$ 41.92 |  |  |  |
| Motor Oil (Used Motor Oil, Diesel Oil, Hydraulic Oil/Fluid, Transmission Fluid, Differential Fluid, Kerosene, Diesel) | per gallon | \$ 2.75  | \$ 2.81  | \$ 2.86  | \$ 2.92  |  |  |  |
| Non RCRA Solids                                                                                                       | per lb.    | \$ 0.55  | \$ 0.56  | \$ 0.57  | \$ 0.58  |  |  |  |
| Oil Based Paint and Related                                                                                           | per gallon | \$ 4.30  | \$ 4.39  | \$ 4.47  | \$ 4.56  |  |  |  |
| Oil Filters                                                                                                           | per lb.    | \$ 0.45  | \$ 0.46  | \$ 0.47  | \$ 0.48  |  |  |  |
| Oily Water                                                                                                            | per gallon | \$ 1.85  | \$ 1.89  | \$ 1.92  | \$ 1.96  |  |  |  |
| Oily Solids                                                                                                           | per lb.    | \$ 0.55  | \$ 0.56  | \$ 0.57  | \$ 0.58  |  |  |  |
| Organics Acids or Bases                                                                                               | per lb.    | \$ 0.65  | \$ 0.66  | \$ 0.68  | \$ 0.69  |  |  |  |
| PCB Waste                                                                                                             | per lb.    | \$ 1.60  | \$ 1.63  | \$ 1.66  | \$ 1.70  |  |  |  |
| Pressure Treated Wood                                                                                                 | per lb.    | \$ 0.55  | \$ 0.56  | \$ 0.57  | \$ 0.58  |  |  |  |
| Propane Cylinders                                                                                                     | per unit   | \$ 25.00 | \$ 25.50 | \$ 26.01 | \$ 26.53 |  |  |  |
| Reactives                                                                                                             | per lb.    | \$ 2.35  | \$ 2.40  | \$ 2.44  | \$ 2.49  |  |  |  |
| Toxic/Poison Liquids                                                                                                  | per gallon | \$ 3.75  | \$ 3.83  | \$ 3.90  | \$ 3.98  |  |  |  |
| Toxic/Poison Solids                                                                                                   | per lb.    | \$ 0.95  | \$ 0.97  | \$ 0.99  | \$ 1.01  |  |  |  |



**Bulk Non-Hazardous** solids hauled in roll off bins or end dumps because of volume on a **NON-HAZARDOUS WASTE** Manifest shall be billed at the following per ton rate, with a 10 ton minimum

|         |          |          |          |          |
|---------|----------|----------|----------|----------|
| per ton | \$ 85.00 | \$ 86.70 | \$ 88.43 | \$ 90.20 |
|---------|----------|----------|----------|----------|

**Bulk Non-RCRA** solids hauled in roll off bins or end dumps because of volume on a **UNIFORM HAZARDOUS WASTE** Manifest shall be billed at the following per ton rate, with a 10 to minimum

|         |          |          |          |          |
|---------|----------|----------|----------|----------|
| per ton | \$ 85.00 | \$ 86.70 | \$ 88.43 | \$ 90.20 |
|---------|----------|----------|----------|----------|

**Bulk RCRA** solids for stabilization based on analytical and TSDF acceptance criteria hauled in roll off bins or end dumps because of volume on a **UNIFORM HAZARDOUS WASTE Manifest shall be billed at the following rate per ton, with a 10 ton minimum**

|         |           |           |           |           |
|---------|-----------|-----------|-----------|-----------|
| per ton | \$ 175.00 | \$ 178.50 | \$ 182.07 | \$ 185.71 |
|---------|-----------|-----------|-----------|-----------|

**Bulk RCRA** solids for thermal oxidation treatment based on analytical and TSDF acceptance criteria hauled in roll off bins or end dumps because of volume on a **UNIFORM HAZARDOUS WASTE Manifest shall be billed at the following rate per ton, with a 10 ton minimum**

|         |           |           |           |           |
|---------|-----------|-----------|-----------|-----------|
| per ton | \$ 575.00 | \$ 586.50 | \$ 598.23 | \$ 610.19 |
|---------|-----------|-----------|-----------|-----------|

**Bulk RCRA** solids for incineration based on analytical and TSDF acceptance criteria hauled in roll off bins or end dumps because of volume on a **UNIFORM HAZARDOUS WASTE Manifest shall be billed at the following rate per ton, with a 10 ton minimum**

|         |           |           |           |           |
|---------|-----------|-----------|-----------|-----------|
| per ton | \$ 750.00 | \$ 765.00 | \$ 780.30 | \$ 795.91 |
|---------|-----------|-----------|-----------|-----------|

**LIMITS & EXCEPTIONS:**

- Aerosols, Flam Aerosols, no expanding foams or adhesives. 275 lb. max. per 55 gal 850 lb. max per CYB
- Butane Cartridges/Cylinder, <1 lb.
- Flammable Solid, \$120 min per 55 gal, \$190 min per CYB
- Flammable Liquids, >5000 BTU, no solids
- Oil Based Paint Related, >5000 BTU, no solids
- Organics Acids or Bases, Up to 30% acid / caustic concentration
- PCB Wastes, 100% Solids, up to 1000 ppm PCB's
- Pressure Treated Wood, As Non-RCRA Solids
- Propane Cylinders, <1 lb.
- Reactive, case by case, if treatable
- As Non-RCRA Liquids
- Toxic/Poison Solid, As Non-RCRA Solids
- \$85.00 Minimum per bio-hazardous container
- \$325.00 minimum charge per transportation
- \$105.00 per hour drum transportation
- 10-ton min per 20yd bin
- Bulk RCRA for stabilization must be treatable via standard <10% recipe
- Bulk RCRA for Chemical Oxidation must be treatable via chemical oxidation recipe

## Non-Collusion, Non-Conflict of Interest Statement

### NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT

I, Bob Keese, am the  
(name)

Vice President, West Region  
(Position Title)

of NRC Environmental Services Inc.  
(Company)

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

**1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.

**2. Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

**3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

**4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

3.5.21

(Date)



(Signature)

## Attachment 1 – Key Personnel

US Ecology employs over 130 personnel in CA. **Up to 50 hazardous waste and emergency response professionals are available to support the proposed contract.**

The name, role, years of relevant experience, and qualifications of the six key personnel that will lead our services on the contract are provided below.

| Name, Role                                           | Years of Experience | Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mack McKenzie<br>Branch Manager                      | 20                  | <ul style="list-style-type: none"> <li>• Performed services in hundreds of hazardous materials and emergency response projects.</li> <li>• Oversees Alameda branch operations and resource allocation, including personnel, equipment, budgets, and client projects.</li> <li>• Ensures all client projects and programs are performed in a safe and compliant manner.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Daniel Lanning<br>Senior Driver                      | 15                  | <ul style="list-style-type: none"> <li>• Performed services in hundreds of hazardous materials and emergency response projects.</li> <li>• Skills, licenses, and training certifications:               <ul style="list-style-type: none"> <li>• CDL Class B with HazMat, Tanker Endorsements</li> <li>• DOT 49 CFR 172.704 Hazmat Training (HM-181)</li> <li>• OSHA 40-Hr HAZWOPER, Annual 8-Hr Refreshers</li> <li>• Certified Vacuum Truck Operator</li> <li>• CPR / First Aid / AED</li> <li>• Bloodborne Pathogen Safety</li> <li>• OSHA Supervisor training</li> <li>• Confined Space Entry &amp; Rescue, Supervisor</li> <li>• Cylinder Management Treatment Training</li> <li>• Certified in hydroblasting operations to 20k</li> <li>• Experienced in industrial tank cleaning services</li> <li>• Experienced in lab-packing, chemical packaging, and laboratory chemical movement</li> </ul> </li> </ul> |
| Tommy Lamanna<br>Account Executive                   | 15                  | <ul style="list-style-type: none"> <li>• 15 years of account management, sales, and client service experience in waste-to-energy, landfill, hazardous and non-hazardous, state regulated, e-waste, industrial services, demolition, and decontamination services.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Sam Minor<br>Senior Driver, Heavy Equipment Operator | 30                  | <ul style="list-style-type: none"> <li>• Performed services on hundreds of hazardous materials and emergency response projects.</li> <li>• Oversees hazardous materials field operations, including the safe and effective operation of heavy equipment to facilitate the successful completion of projects.</li> <li>• Skills, licenses, and training certifications:               <ul style="list-style-type: none"> <li>• OSHA 40-Hr HAZWOPER, with 8-Hr Annual Refreshers</li> <li>• CPR / First Aid / AED</li> <li>• Bloodborne Pathogen Safety</li> <li>• Confined Space Entry and Rescue</li> <li>• CDL Class A with HazMat, Tanker Endorsements</li> <li>• DOT 49 CFR 172.704 Hazmat Training (HM-181)</li> </ul> </li> </ul>                                                                                                                                                                              |

| Name, Role                              | Years of Experience | Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         |                     | <ul style="list-style-type: none"> <li>• SME in the operation of excavator, backhoe, bulldozer, telehandler, skid steer, compactor, wheel loader, motor grader, and fork-lift type heavy equipment.</li> <li>• RCRA Hazardous Substances Compliance Training</li> <li>• Certified Vacuum Truck, Air Mover, and Jet-Vac Operator</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p>Jose Ochoa<br/>Field Supervisor</p>  | <p>15</p>           | <ul style="list-style-type: none"> <li>• Performed services in hundreds of hazardous materials and emergency response projects.</li> <li>• Experienced emergency and time critical responder.</li> <li>• Industrial cleaning experience.</li> <li>• Skills, licenses, and training certifications:               <ul style="list-style-type: none"> <li>• CDL Class C with HazMat endorsement</li> <li>• DOT 49 CFR 172.704 Hazmat Training (HM-181)</li> <li>• OSHA 40-Hr HAZWOPER, with 8-Hr Annual Refreshers</li> <li>• 8-hour OSHA Site Supervisor</li> <li>• 8-hour Clandestine Drug Lab Awareness Training</li> <li>• First Aid / CPR / Bloodborne Pathogen</li> <li>• Confined Space Entry &amp; Rescue, Supervisor</li> <li>• Cylinder Management Treatment</li> <li>• Experienced in industrial tank cleaning services</li> <li>• OSHA 80-Hr Asbestos Supervisor Certification</li> <li>• Certified in hydroblasting operations to 20k</li> <li>• Experienced in lab-packing, chemical packaging, and laboratory chemical movement</li> </ul> </li> </ul> |
| <p>Robb Vincent<br/>Field Chemist 1</p> | <p>3</p>            | <ul style="list-style-type: none"> <li>• Performed services on many hazardous materials and emergency response projects.</li> <li>• Experienced in hazardous waste characterization, sampling and assessment relative to waste management and disposal options.</li> <li>• Skills, licenses, and training certifications:               <ul style="list-style-type: none"> <li>• OSHA 40-Hr HAZWOPER, with 8-Hr Annual Refreshers</li> <li>• Blood Borne Pathogen</li> <li>• First Aid and CPR</li> <li>• Waste classification, segregation, and packaging</li> <li>• DTSC California Haz Waste Classification Certification</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                 |



**US ecology**

**ON-CALL EMERGENCY RESPONSE COLLECTION, CLEAN-UP,  
AND DISPOSAL OF HAZARDOUS MATERIALS FOUND ALONG  
THE ROADSIDE IN THE UNINCORPORATED AREAS OF YOLO  
COUNTY, THE YOLO COUNTY CENTRAL LANDFILL AND THE  
ESPARTO CONVENIENCE CENTER TRANSFER STATION**



Proposal Provided To:  
**COUNTY OF YOLO**

March 10, 2021



2450 Rice Ave.  
West Sacramento, CA 95691  
P ((916) 371 7202 F (916) 344 2970  
24-hour Emergency Response (800) 899 4672

March 10, 2021

County of Yolo  
Department of Community Services  
Division of Integrated Waste Management  
44090 County Road 28H  
Woodland, CA 95776  
Attn: Marissa Juhler

**RE: ON-CALL EMERGENCY RESPONSE COLLECTION, CLEAN-UP, AND DISPOSAL OF HAZARDOUS MATERIALS FOUND ALONG THE ROADSIDE IN THE UNINCORPORATED AREAS OF YOLO COUNTY, THE YOLO COUNTY CENTRAL LANDFILL AND THE ESPARTO CONVENIENCE CENTER TRANSFER STATION**

Dear Ms. Juhler:

Our proposal to perform the required illegal dumping services is attached. We routinely perform the exact scope of work and have done so for almost 40 years. Up to 50 hazardous waste and emergency response professionals are available to support the proposed contract.

Our West Sacramento office, only 11 miles from your offices in Woodland, will coordinate responses to requests for support received on the proposed contract.

The NRC Group of companies merged with US Ecology on November 1, 2019. NRC Environmental Services Inc. is the most experienced hazardous spill response company on the West Coast and the world's largest commercial Oil Spill Response Organization (OSRO).

**NRC Environmental Services Inc., a US Ecology company**, will be the contracting entity for the proposed contract. While the NRC Group has adopted US Ecology branding, for correct licensing purposes, all required forms have been completed in the name of NRC Environmental Services Inc.

As national leaders in providing these exact services, we are highly confident in our ability to execute all project activities and responsibilities to your full satisfaction and hope to be awarded this project.

If you have any questions concerning any aspect of our proposal, please do not hesitate to contact me directly.

Respectfully,

A handwritten signature in blue ink, appearing to read "Bob Keesee".

Bob Keesee  
Vice President, West Region  
p: 503.283.1150 c: 503.302.1108  
[bob.keesee@usecology.com](mailto:bob.keesee@usecology.com)

## Contents

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## Supplier Questionnaire

*County of Yolo*  
**SUPPLIERS QUESTIONNAIRE**

Where applicable questions must be answered and dates given. If necessary, questions may be answered on separate attached sheets. Supplier may submit additional information if needed.

1. Name of Company: NRC Environmental Services Inc.
2. Permanent Main Office Address: 2450 Rice Ave. West Sacramento, CA 95691  
Corporate HQ: 3500 Sunrise Highway, Building 200, Suite 200  
Great River, NY 11739
3. When Organized: \_\_\_\_\_ 4. If a corporation, where incorporated: Washington  
Initially in 1982. Name changed to current name in Jan 2004.
5. How many years have you been operating under your present firm name: 16
6. List Contractors License No. Relevant CA license info is provided below:  
License Classification: State Contractor's Lic. # 716581 A & Asbestos (C22) expires 12/31/21; Haz  
License Expiration Date: Waste Transport Registration #5158 Expires 7/31/21; haz materials CHP  
Applicable Licenses carrier Lic #114013 Expires 3/31/21; DIR #1000008965 Expires 6/30/22.
7. Have you ever defaulted on a contract? No If so, where and why? \_\_\_\_\_
8. List the total number of employees and their qualifications available to support this type of work:  
We employ over 130 personnel in CA. A Project Team of up to 50 hazardous materials and emergency response professionals will support this contract. The names, roles, and qualifications of the six key personnel that will lead our services on the contract are provided in Attachment 1 - Key Personnel
9. Is your firm planning to subcontract portions of the work? Yes \_\_\_\_\_ No X If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted:

| Business Name | License No. | Street Address | Scope of Work |
|---------------|-------------|----------------|---------------|
|               |             |                |               |
|               |             |                |               |
|               |             |                |               |
|               |             |                |               |

10. Service Facility:
  - a). Indicate the distance in miles from the County where the Service Facility is located 11 miles.
  - b). Give the exact address of the Service Facility: 2450 Rice Ave. West Sacramento, CA 95691

NRC Environmental Services Inc.  
Company Name

Bob Keesee  
Contact Name

Bob Keesee  
Authorized Signer Printed Name

503.238.1150  
Contact Phone

\_\_\_\_\_  
Authorized Signer Signature \*

March 5, 2021  
Date

\* If submitting electronically, the printed "Authorized Signer Printed Name" will be considered as the signature.

## Previous Customer Reference Form

*County of Yolo*  
**PREVIOUS CUSTOMER REFERENCE FORM**

Contractor Name: NRC Environmental Services Inc.

*Please provide at least five customer references for whom you have performed a job similar in size and scope having multiple buildings with total square footage of no less than 500,000 square feet (preferably California state or local government agencies) or within the greater Sacramento area.*

1. Company Name: Dept. of Toxic Substances Control  
 Address: 800 Cal Center Drive Sacramento, CA 95826  
 Contact Person: Adam Palmer  
 Telephone: 916.255.3545 E-Mail: adam.palmer@dtsc.ca.gov  
 Services Provided: Prime contractor for hazardous waste collection, disposal, clean-up, and emergency response services from the Central Valley to the North Coast  
 Service Dates: From: 2019 To: Present  
 Contract Value: \$1 million annually (approx.)

2. Company Name: Union Pacific Railroad  
 Address: 915 L Street West Sacramento, CA 95814  
 Contact Person: Paul Holt  
 Telephone: 916.540.0496 E-Mail: pholt@up.com  
 Services Provided: Hazardous, non-hazardous, and bio-hazardous waste disposal and site remediation (e.g., train strike and homeless encampment clean-ups).  
 Service Dates: From: 1997 To: Present  
 Contract Value: \$300,000 annually (approx.)

3. Company Name: US Department of Agriculture  
 Address: 800 Buchanan Street Albany, CA 94710  
 Contact Person: Megan Kennedy  
 Telephone: 510.559.6059 E-Mail: megan.kennedy@ars.usda.gov  
 Services Provided: Transportation and disposal of hazardous waste, including lab pack services.  
 Service Dates: From: 2015 To: Present  
 Contract Value: \$50,000 annually (approx.)

Form Completed By: Bob Keesee 503.238.1150 March 5, 2021  
 Name Phone Date

## Signature Page

**County of Yolo  
SIGNATURE PAGE**

On-Call Emergency Response Collection, Cleanup and Disposal of Hazardous  
Materials found along the roadside in the unincorporated areas of Yolo County,  
Solicitation Name: the Yolo County Central Landfill, and the Esparto Convenience Center Transfer Station

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

NRC Environmental Services Inc.  
Company Name

2450 Rice Ave.  
Address

West Sacramento      CA      95691  
City                              State                              Zip

  
Signature of Person Authorized to Sign

Bob Keesee  
Printed Name

Vice President, West Region  
Title

3.5.21  
Date

**For clarification of this offer, contact:**

Name: Bob Keesee

Title: Vice President, West Region

Phone: 503.238.1150

Fax: 503.289.6568

Email: bob.keesee@usecology.com