

Board of Trustees Agenda Item

Board Meeting Date: February 6, 2012

Title of Item: Agreement for Waste Disposal Services

Background and Analysis:

Any organization generating Hazardous and Universal waste must utilize a company to transport waste offsite and dispose of the waste in an environmentally sound, permitted facility based on best treatment technology. FHDA has historically validated the credentials of Clean Harbor to perform the disposal services. Clean Harbor has been the disposal vendor since September 2007.

This new agreement for the time period of December 1, 2011 to June 30, 2012 offers FHDA a discount on certain services while providing quality of service.

Vendor: Clean Harbors Environmental Services

Agreement Term: December 1, 2011 to June 30, 2012

Campus: Foothill – De Anza College District

Amount: \$78,000

Recommendation: Vice Chancellor of Business Services Kevin McElroy recommends ratification of the agreement with Clean harbors Environmental Services for waste disposal services

Submitted by:	Kevin McElroy, ext. 6201; Mona Voss ext. 6164
Additional contact names:	
Is backup provided?	Yes

Foothill - De Anza Community College District

INDEPENDENT CONTRACTOR AGREEMENT

De Anza College ☒ Foothill College ☒ District Office ☒ District PO No: _____

This Agreement entered into this 1 day of December, 2011 is made between the Foothill-De Anza Community College District, hereinafter referred to as the "DISTRICT", and the following named independent contractor; hereinafter referred to as the "CONTRACTOR", based upon Board Policies BP 3140, BP3143, AP 3140, and AP3143 and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. Public Contract Code 20651 requires advertised sealed bids for public projects of \$15,000 or more and most other services of \$60,900 or more. If sealed bids are required, this form of agreement cannot be used;
- C. The public interest, convenience, necessity and general welfare will be served by this Agreement.

If this agreement has a total cost of \$20,000 or more, it is not valid and services shall not commence unless and until the Board of Trustees grants approval. **Do not use this form for public project contracts of \$15,000 or more.**

1. CONTRACTOR INFORMATION:

Contractor's Name Clean Harbors Environmental Services, Inc

Address 1030 Commercial Street, Suite 107 City San Jose CA Zip 95112

Business Phone 408-451-5000 Fax No _____ Home NA

Social Security Number NA *Fed. Tax I.D. Number 04-2698999

*CONTRACTOR MUST PROVIDE W-9

Business License Number _____

Are you a current or former employee of the DISTRICT? Yes ☐ No ☒

If yes, date lasted worked NA

If yes, specify last work location
NA

Work Assignment
NA

Are you related to any employee(s) in the DISTRICT? Yes ☐ No ☒

If yes, please identify the individual(s) NA

2. CONTRACTOR SELECTION PROCESS:

Describe how you selected this contractor and why this contractor is the best source for these services. Board Policy 3140 requires at least three written competitive quotations for public projects greater than \$1000 and other purchases greater than \$5000. If you did not obtain competitive quotes, provide justification. Advertised competitive bidding by District Purchasing Services is legally mandated for most services in excess of the bid threshold (currently \$60,900) and for all public projects of \$15,000 or more pursuant to Public Contract Code 20651.

Clean Harbors has been providing waste disposal service to FHDA since the acquisition of Romic Environmental Services in 2007.

3. CONTRACTOR SERVICES, FEE, AND CONTRACT STARTING AND ENDING DATES:

A. Description of services and deliverables to be provided by contractor (refer to and attach contractor's signed proposal or quotation if possible):

The purpose of this ICA is to designate funding for the routine waste disposal for Foothill College, De Anza College and the District activities. On a strictly scheduled basis, the chemical technician (or chemist team) from Clean Harbors packs the hazardous waste from all locations at FHDA, manifests the waste and ships the waste for disposal. This ICA addresses the expense of waste packing, manifesting, shipment and disposal. The pricing for all the specific waste streams is included as an attachment to the ICA. The time period for this ICA is December 1, 2011 to June 30, 2012.

B. Contractor Fee for Services: \$ As per attached fee schedule

(Indicate a fixed fee to be paid for all of the described services or indicate hourly or other periodic billing rate(s) plus a maximum total dollar cost, i.e. the "not to exceed" amount, to be paid to the contractor. If travel or other expenses will be reimbursed they should conform to Board Policy AP3152.)

Will contractor also be reimbursed for expenses? YES ☐ or NO ☒ If yes, state maximum reimbursement amount to be paid in addition to contract fee shown above:

\$ All charges are specifically defined Price List

TOTAL COST OF THIS INDEPENDENT CONTRACT WILL NOT EXCEED \$ 78,000
INCLUDING CONTRACTOR TRAVEL OR OTHER EXPENSE REIMBURSEMENTS. [Total cannot exceed \$14,999 for public projects. Board approval required prior to commencement of other services if the total cost exceeds \$20,000.]

C. Contract Starting Date December 1, 2011 Contract Ending Date June 30, 2012.

Note: It is not permissible to split the contracted services into two or more contracts within one fiscal year for the purpose of avoiding the requirement for Board of Trustees approval.

4. DISTRICT OBLIGATIONS OTHER THAN PAYMENT, IF ANY:

None

5. PAYMENT TERMS: Unless other payment terms are specified in this section, payment terms are Net 30 days computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of the contract, whichever date is later.

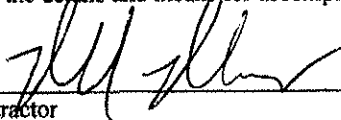
6. STANDARD TERMS AND CONDITIONS:

- A. CONTRACTOR is solely responsible for the content and sequence of the work. DISTRICT will not provide any training or instruction to CONTRACTOR or its employees.
- B. CONTRACTOR shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of CONTRACTOR'S performance of the work contemplated by this Agreement. Acceptance of this Agreement constitutes that the CONTRACTOR is not covered under the DISTRICT'S general liability insurance,

employee benefits or worker's compensation. It further establishes that the CONTRACTOR shall be fully responsible for such coverage.

- C. The CONTRACTOR shall assume all expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The payment terms specified in Paragraph 4 above, unless otherwise indicated and agreed to in writing by the CONTRACTOR and the DISTRICT, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, CONTRACTOR is not entitled to any right or privilege applicable to an officer or employee of the DISTRICT or of the State of California.
- D. Any system or documents developed, produced or provided under this contract, including any intellectual property discovered or developed by contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this contract
- E. Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. DISTRICT will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for the payment of all applicable taxes. An IRS form 1099 will be provided to the CONTRACTOR at the end of the calendar year.
- F. Payment Of Prevailing Wages: Except for projects of \$1000 or less, if CONTRACTOR provides public project services such as carpet laying or building construction, alteration, demolition or repair CONTRACTOR shall pay all workers on the District project the prevailing wage pursuant to the California Labor Code, Sections 1770 through 1777.7. A copy of the prevailing wage rate determination available online at www.dir.ca.gov/dlsr/statistics_research.html. The determination is issued by the California Department of Industrial Relations.
- G. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. Modification or termination of this contract requires mutual agreement by both parties.
- H. Upon mutual agreement in writing or the parties hereto, this Agreement may be terminated at any time for any reason.
- I. The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items and attachments are to the best of their knowledge true and correct statements.

AGREEMENT OF CONTRACTOR: I agree to perform the services described above for the payment indicated. I understand that while performing contract services I am not an employee of the Foothill-De Anza Community College District because I follow an independent trade or profession, and will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my service.


Contractor

1/25/2012
Date

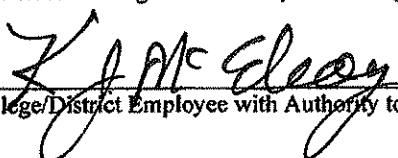
APPROVED:

This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to determination of independent contractor status, including IRS Revenue Ruling 87-41, have analyzed their application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal independent contractor status.


Authorized College/District Requestor/Budgeter

December 1, 2012

Date


College/District Employee with Authority to Sign Contract

Date

Date Approved by Board of Trustees. [Required prior to commencement of services if the total cost exceeds \$20,000.]



Clean Harbors Disposal Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
FIELD PERSONNEL		
Field Technician	HR	\$57.00
Chemist	HR	\$68.00
HEAVY DUTY TRUCKS		
Box Truck	HR	no charge \$0.00
SITE SUPPORT		
Rolloff Container with Tarp & Bows	DAY	\$8.40
DOT SHIPPING CONTAINERS		
16 Gal / 70 L Closed Poly Drum	EA	\$35.00
16 Gal / 70 L Poly Drum 1H2/Y56/S	EA	\$55.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$55.00
30 Gal / 120 Litre Poly Drum 1H2/Y142/S	EA	\$61.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$68.00
4ft Fluorescent Tube Box 4G/Y275	EA	\$8.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$15.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$16.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$42.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$60.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$65.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$90.00
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$70.00
Rolloff Poly Liner	EA	\$50.00
ABSORBENT MATERIALS		
Vermiculite 4 cuft / 3 cubic meter	BAG	\$25.00
MISCELLANEOUS		
10 Gal / 40 Litre Steel Drum, X-rated, (1A2/X150/S)	EA	\$47.00
16 gallon steel open top new drum	EA	\$60.00
30 Gal / 120 Litre Poly Drum, Recycled 1H2/Y142/S	EA	\$40.00
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$45.00
Chemist Doubletime	HR	\$136.00
Chemist Overtime	HR	\$102.00
Drop off fee	EA	\$539.00
Field Technician Doubletime	HR	\$114.00
Field Technician Overtime	HR	\$85.50



COMMCOLLEG - Community College (Foothill/De Anza College)

Clean Harbors Disposal Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
A22K	LOW BTU ORGANIC LIQUID	55DM	\$197.10
A32	SPECIFICATION OIL & WATER	05DM	\$51.30
A32	SPECIFICATION OIL & WATER	15DM	\$93.60
A32	SPECIFICATION OIL & WATER	30DM	\$131.40
A32	SPECIFICATION OIL & WATER	55DM	\$131.40
B26A	ACIDIC WASTEWATER WITH LOW METALS	30DM	\$140.40
B26A	ACIDIC WASTEWATER WITH LOW METALS	55DM	\$140.40
B26B	ALKALINE WASTEWATER WITH LOW METALS	55DM	\$182.70
B35	GLYCOLS	05DM	\$65.70
B35	GLYCOLS	10DM	\$112.50
B35	GLYCOLS	15DM	\$112.50
B35	GLYCOLS	20DM	\$112.50
B35	GLYCOLS	30DM	\$173.70
B35	GLYCOLS	55DM	\$173.70
CBP	SOLIDS TO HAZARDOUS LANDFILL	55DM	\$117.00
CBP	SOLIDS TO HAZARDOUS LANDFILL	FBIN	\$187.20
CCRK	SOLIDS FOR INCINERATION	55DM	\$442.80
CCS	CHARACTERISTIC SOLIDS/SEMI SOLIDS FOR STABILIZATION	55DM	\$183.60
CCSM	DEBRIS FOR MICROENCAPSULATION	55DM	\$227.70
CFL1	MERCURY BULBS FOR RECLAMATION	FT	\$0.12
Minimum Price \$46.80 per 4 foot bulbs in a box			
CFL4	MISC. MERCURY BULBS FOR RECLAIM	LBS	\$7.47
Minimum Price \$51.30 per 55 gallon drum			
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	LBS	\$3.60
Minimum Price \$49.50 per 55 gallon drum			
CNIA	ASBESTOS WASTE	55DM	\$200.70
CNO	NON HAZARDOUS SOLID	05DM	\$51.30
CNO	NON HAZARDOUS SOLID	15DM	\$93.60
CNO	NON HAZARDOUS SOLID	30DM	\$131.40
CNO	NON HAZARDOUS SOLID	55DM	\$131.40
CNOS	NON HAZARDOUS SEMI-SOLIDS	55DM	\$120.60
COF	OIL FILTERS FOR RECLAMATION	05DM	\$46.80
COF	OIL FILTERS FOR RECLAMATION	10DM	\$84.60
COF	OIL FILTERS FOR RECLAMATION	15DM	\$84.60
COF	OIL FILTERS FOR RECLAMATION	20DM	\$84.60
COF	OIL FILTERS FOR RECLAMATION	30DM	\$117.00
COF	OIL FILTERS FOR RECLAMATION	55DM	\$117.00
D23	EMPTY DRUMS	10DM	\$13.95
D23	EMPTY DRUMS	15DM	\$13.95



Clean Harbors Disposal Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
D23	EMPTY DRUMS	55DM	\$32.40
EEE	EQUIPMENT FOR DISMANTLING	LBS	\$0.70
	Minimum Price \$70.20 per 5 gallon pail		
	Minimum Price \$87.75 per 15 gallon drum		
	Minimum Price \$133.20 per 30 gallon drum		
	Minimum Price \$245.70 per 55 gallon drum		
	Minimum Price \$912.60 per flex bin		
FB1	LIQUID FOR FUEL	55DM	\$117.00
LAT	LABPACK FOR AQUEOUS TREATMENT	05DM	\$80.10
LBD	MIXED BATTERIES FOR RECLAMATION	LBS	\$1.58
	Minimum Price \$70.20 per 5 gallon pail		
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	LBS	\$1.17
	Minimum Price \$70.20 per 5 gallon pail		
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	LBS	\$1.58
	Minimum Price \$70.20 per 5 gallon pail		
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	LBS	\$0.70
	Minimum Price \$70.20 per 5 gallon pail		
	Minimum Price \$140.40 per 15 gallon drum		
	Minimum Price \$187.20 per 30 gallon drum		
	Minimum Price \$234.00 per 55 gallon drum		
LBR	LITHIUM BATTERIES FOR INCINERATION	LBS	\$7.20
	Minimum Price \$140.40 per 5 gallon pail		
	Minimum Price \$140.40 per 16 gallon drum		
LCCR	LABPACK FOR INCINERATION	05DM	\$70.20
LCCR	LABPACK FOR INCINERATION	16DM	\$140.40
LCCR	LABPACK FOR INCINERATION	30DM	\$187.20
LCCR	LABPACK FOR INCINERATION	55DM	\$281.70
LCCRQ	AEROSOLS FOR INCINERATION	16DM	\$154.80
LCCRQ	AEROSOLS FOR INCINERATION	30DM	\$210.60
LCHG1	LABPACK ELEMENTAL MERCURY FOR STABILIZATION/LANDFILL	16DM	\$299.70
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	05DM	\$315.00
LCHSI	LABPACK PCBs FOR INCINERATION	LBS	\$1.40
	Minimum Price \$70.20 per 5 gallon pail		
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYLE	\$37.80
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYME	\$140.40
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	CYLE	\$258.30
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	CYME	\$315.00



Report ID: 19348

COMMCOLLEG - Community College (Foothill/De Anza College)

Clean Harbors Disposal Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	CYLE	\$112.50
LFB3	LABPACK LATEX PAINT FOR RECYCLING	16DM	\$74.70
LFB3	LABPACK LATEX PAINT FOR RECYCLING	55DM	\$108.00
LLFAS	LABPACK ASBESTOS FOR LANDFILL	30DF	\$239.40
LLFAS	LABPACK ASBESTOS FOR LANDFILL	30DM	\$239.40
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	55DM	\$333.90
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	05DM	\$86.40
LRCT	LABPACK REACTIVES FOR INCINERATION	LBS	\$13.95
Minimum Price \$187.20 per 5 gallon pail			

Profile Disposal Pricing

Profile No	Waste Description	UOM	Price (USD)
327057-2	GLAZE WASH WATER	55DM	\$183.60
327057-3	GLAZE WASH WATER	55DM	\$183.60
344312-1	NON-PCB BALLASTS	55DM	\$172.80
344312-3	NON-PCB BALLASTS	55DM	\$172.80
348449	UNIVERSAL WASTE-NICAD BATTERIES	55DM	\$567.90
357328	WASH PAD DECON RINSEATE	55DM	\$140.40
357400-1	UNIVERSAL FLUORESCENT LIGHT TUBES	4FTB	\$144.00
357400-1	UNIVERSAL FLUORESCENT LIGHT TUBES	8FTB	\$144.00
357454	ANTIFREEZE SOLUTION	55DM	\$143.10
362609-2	UNIVERSAL WASTE (CONSUMER ELECTRONIC DEVICES, EXCLUDES CRT)	55DM	\$114.30
385365	UNIVERSAL WASTE-ALKALINE BATTERIES	LBS	\$1.20
Minimum Price \$70.20 per 5 gallon pail			
Minimum Price \$149.40 per 15 gallon drum			
Minimum Price \$227.70 per 30 gallon drum			
Minimum Price \$418.95 per 55 gallon drum			
385366	UNIVERSAL WASTE-LEAD ACID BATTERIES	55DM	\$362.70
385367	UNIVERSAL WASTE-AEROSOLS	30DM	\$220.50
385724-2	UNIVERSAL WASTE -UPS LEAD ACID BATTERIES, SEALED	55DM	\$362.70
386131	PAINT LATEX LOOSE PACK	05DM	\$74.70
386131	PAINT LATEX LOOSE PACK	15DM	\$108.00
386131	PAINT LATEX LOOSE PACK	30DM	\$135.90



Clean Harbors Disposal Pricing Schedule

Profile Disposal Pricing

Profile No	Waste Description	UOM	Price (USD)
386131	PAINT LATEX LOOSE PACK	55DM	\$135.90
393233	FLUORESCENT LIGHT TUBES-BROKEN	55DM	\$144.00
393233-3	FLUORESCENT LIGHT TUBES-BROKEN	55DM	\$144.00
C17895-1	OIL DRUM	55DM	\$80.10
CH478973	MISC. SHAPED FLUORESCENT TUBES FOR RECLAIM	LBS	\$2.925
Minimum Price \$73.13 per 55 gallon drum			

Surcharge Pricing

Waste Code - Profile(s)	Rate	Rate UOM	Lower Limit	Upper Limit	Range UOM
(CCRK)					
per pound over 500 lbs					
	\$0.95	Pounds	500.00	501.00	Pounds
	\$1.90	Pounds	501.10	502.00	Pounds
	\$2.85	Pounds	502.10	503.00	Pounds
(FB1)					
Drum Solids Surcharge					
	\$137.00	55 Gallon Drum	4.00	11.99	INCH
	\$210.00	55 Gallon Drum	12.00	36.00	INCH

Drum Transportation Rates

DE2092

21250 Stevens Creek Boulevard, Cupertino, CA, 95014, US
 \$26.00 per container. Minimum \$0.00 per trip. Maximum \$0.00 per trip.
 \$102.00 /hour demurrage rate applies after 0.50 hours.

FO1183

12345 El Monte Road, Los Altos Hills, CA, 94022, US
 \$26.00 per container. Minimum \$0.00 per trip. Maximum \$0.00 per trip.
 \$102.00 /hour demurrage rate applies after 0.50 hours.

The following generator locations do not have milkrun drum transportation pricing established, please contact your Account Manager to obtain pricing prior to shipping.

FO1214

4000 Middlefield Rd, Palo Alto, CA, 94303, US



Clean Harbors Disposal Pricing Schedule

GENERAL CONDITIONS

1. Prices firm for 30 days.
2. Terms: Net 30 Days
3. Interest to accrue at the rate of 1.5% per month or the maximum allowed by law after 15 days.
4. Applicable sales tax and state regulatory fees are not included in quoted prices.
5. Materials subject to additional charges if they do not conform to the listed specifications.
6. Waste material profile will be assessed at \$75.00 per profile.
7. A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 10.5%, will be applied to the total invoice.
8. Pickups that require same day or next day service may be subject to additional charges.
9. Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
10. In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
11. All drums for disposal must be in D.O.T. approved containers and in good condition.
12. All containers must be marked with the Clean Harbors' profile number.
13. Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOTE 630%.
14. Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. This charge may be sent as a supplemental invoice.
15. Out of Service (OSD) for PCB incinerables should be clearly identified in Section J of the manifest. Prices for these items are only effective if received within 6 months of the OSD.
16. Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.